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MINUTES OF MEETING
JOINT WESTERN AREA COMMITTEE

NOVEMBER 15-16-17-18-19, 1971

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

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The Joint Western Area Committee convened at 10:00 A.M., Monday, November 15, 1971, at Del Webb's Towne House in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of August 9-10-11-12-13, 1971, were approved as distributed.
2. Discussion of cases filed after the deadline date.
3. The November, 1971 Agenda was approved as revised.
4. It was moved, seconded, and carried, that the Committee for Local Operations would hear discharge and warning letter cases referred to them by the Main Committee, with the authority to act on these cases in the capacity of the Main Committee.
5. ADJOURNMENT.

NOTE:

THE FEBRUARY, 1972 MEETING OF THE JWAC WILL BE HELD AT DEL
WEBB'S TOWNE HOUSE - MARKET & 8TH - SAN FRANCISCO
STARTING THE WEEK OF FEBRUARY 14-15-16-17-18, 1972

MULTI-CONFERENCE CHANGE OF OPERATIONS

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
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Case # T.I.M.E. -DC. INC.
 MC-Co-35-11/71

Multi-Conference	Locals involved:	577, Amarillo, Texas 886, Oklahoma City, Oklahoma
Change of Operations		81, Portland, Oregon 104, Phoenix, Arizona 137, Marysville, California 180, Los Angeles, California 224, Los Angeles, California 439, Stockton, California 468, Oakland, California 741, Seattle, Washington 941, El Paso, Texas 961, Denver, Colorado 962, Medford, Oregon 150, Sacramento, California

AREA INVOLVED:

The Company's Western Conference terminals, or proposed domiciles, and certain Southern Conference Area terminals, namely the terminals or domiciles of Denver, El Paso, Los Angeles (LAX) and (LOS), Lordsburg, Lubbock, Medford, Oakland (Hayward), Oklahoma City, Phoenix, Portland, Seattle, Stockton and Yreka.

DRIVERS INVOLVED:

Lordsburg - singleman; Los Angeles (LAX) (LOS) - singleman and sleepers; Lubbock - singleman; Oakland (Hayward) - singleman and sleepers; Phoenix - singleman; Portland - singleman and sleepers; Seattle - singleman and sleepers; Stockton - singleman; Yreka - singleman.

PRESENT OPERATION - DENVER

SLEEPER - Presently teams operate from Denver to Los Angeles with California-destined traffic. At the Company's option, teams may be dispatched to Phoenix with Phoenix-destined freight or freight destined for California. Stopping California freight at Phoenix serves to balance the operation.

On arrival at Phoenix, they may return direct to Denver or be dispatched to Los Angeles with a load or empty. If with a load, then a Phoenix singleman will enjoy protection.

Upon arrival at Los Angeles, they may return to Denver with Denver and Fountain loads. The teams may also pull option loads direct to Denver or via Phoenix.

Priority loads accruing to the Denver teams both at their home domicile and at foreign terminals have been previously redefined under the terms of a prior Change of Operations known as Case No. 144 on September 9, 1969.

PROPOSED OPERATION - DENVER

SLEEPER - Denver-based sleepers running to or from Phoenix and/or Los Angeles will continue their operation as it now presently exists.

PRESENT OPERATION - OKLAHOMA CITY

SLEEPER - Four (4) sleepers per day, seven days per week, freight and power available, operate from Oklahoma City to Phoenix transporting traffic destined to Phoenix or California.

SLEEPER - Six (6) sleepers per day, seven days per week, freight and power available, operate from Oklahoma City to Los Angeles. The operation is direct to Los Angeles and return without vias. On arrival at Los Angeles the teams have priority on all loads previously defined under Case No. 144, Change of Operations, September 9, 1969.

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MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
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Case # T.I.M.E. -DC. INC.
MC-CO-35-11/71

SINGLEMAN - Over and above the four (4) and six (6) sleepers mentioned, the Company does move its balance on a singleman operation from Oklahoma City, turning at Seymour on a slip seat basis with Lubbock singlemen. Thence, the freight follows a series of single runs over:

Lubbock	Phoenix
El Paso	Desert Center
Lordsburg	

We are permitted to actually dispatch singlemen in advance of the sleepers on a given day; but in so doing, immediate protection is established for the sleepers.

PROPOSED - OKLAHOMA CITY

SLEEPER - Running to or from Phoenix and/or Los Angeles will continue their operation as it now presently exists.

SINGLEMAN - Running on a turn to Seymour will continue as it now presently exists.

PRESENT OPERATION - LUBBOCK

Presently Lubbock has singlemen drivers operating as follows:

1. Turnaround runs to Seymour, turning with Oklahoma City-based drivers on a slip seat basis.
2. Division runs to El Paso:
 - (a) Enroute in either direction, they may be dispatched via Seagraves, Hobbs and/or Odessa.
3. Hobbs, Seagraves and Odessa are served on a turnaround basis.
4. On occasion, a Lubbock driver at El Paso, following a rest period, may be dispatched from El Paso to Odessa and returned to El Paso for a subsequent rest before returning to Lubbock.

PROPOSED OPERATION - LUBBOCK

SINGLEMAN - We propose to eliminate the division runs to El Paso made by the Lubbock drivers. With the elimination of division runs to El Paso, item 4 under PRESENT OPERATION - LUBBOCK will no longer accrue to Lubbock-based drivers.

The following operations at Lubbock are then proposed:

1. Turnaround runs to Seymour, turning with Oklahoma City-based drivers on a slip seat basis.
 2. Lubbock drivers will turn at Carlsbad on a slip seat basis with El Paso drivers. An alternate turning point of Pecos, Texas may be exercised with via Odessa privileges. Lubbock drivers may be directed to accomplish their run in either direction via Hobbs and/or Seagraves.
 3. Lubbock drivers will continue to provide service to the points of Hobbs, Seagraves and Odessa on a turnaround basis from Lubbock.
- (1-3) May be accomplished on a via basis for purpose of dropping, picking, or effecting delivery or pickup at certificated points where terminals are not maintained.

Based on figures available and the removal of the need for Lubbock drivers laying over at El Paso, the Lubbock operation will require eight (8) fewer men.

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MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

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Case # T.I.M.E. -DC. INC.
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PRESENT OPERATION - EL PASO

El Paso is served from the northeast by Lubbock domiciled drivers. It is served from the west by drivers from Lordsburg, and from the southeast by Atlanta-based sleepers. The Atlanta-based sleepers on their eastbound leg from El Paso have priority to move traffic destined to Atlanta.

The White Sands/Las Cruces area is served by one person operating under the short line agreement.

PROPOSED OPERATION - EL PASO

It is proposed to establish a singleman common board at El Paso. With the establishment of the common board at El Paso, the drivers would then be required to make runs as follows:

1. Turnaround runs to Wilcox, Arizona, turning with Phoenix-based drivers on a slip seat basis.
 2. Division runs to Tucson.
 - (a) These runs may be dispatched at any time during the dispatch day. Each such run may result in the cancellation of a Wilcox turn without penalty to the Company. However, through runs will be offered to those men on the Wilcox turnaround operation in order of their position on the board. If the runs are sequentially refused, they shall be offered to the extra board. If no extra board men are available, then the last man in position on the Wilcox turnaround operation shall be required to make the Tucson run.
 3. Turnaround runs to Carlsbad, New Mexico, with an alternate meet point of Pecos, Texas, turning with Lubbock-based singlemen on a slip seat basis.
 4. Turnaround runs to Odessa, which were previously performed by Lubbock-based drivers. (See Item 4 under PRESENT OPERATION - LUBBOCK).
- (1-4) May be accomplished on a via basis for purpose of dropping, picking, or effecting delivery or pickup at certificated points where terminals are not maintained.

All runs will be performed without regard to the destination of the traffic. Destination of the freight shall not be a basis for protection or subsequent claim for the drivers should a controversy arise within the common board.

The establishment of a board at El Paso will require twenty (20) men.

The Atlanta-based sleepers will continue to carry a priority at El Paso on Atlanta destined freight.

On the occasion of this writing, the Company and the Union are working towards a mutual agreement to the extent that the White Sands/Las Cruces run shall become a Local Cartage operation.

PRESENT OPERATION - LORDSBURG

At present, there are singleman drivers at Lordsburg who, incidentally, are members of Local 941, El Paso.

Phoenix-based singleman drivers run to Lordsburg and take their rest. They tender their equipment to the Lordsburg domicile men, who make turnarounds to El Paso while the Phoenix driver is resting.

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Case # T.I.M.E.-DC. INC.
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It is proposed to eliminate the domicile and turn point of Lordsburg. The work will then appear at El Paso. Please refer to the heading of PROPOSED - EL PASO for an explanation.

PRESENT OPERATION - PHOENIX

- (1) Singleman - At present there is an operation that makes Desert Center turn-arounds, turning with Los Angeles-based singleman drivers moving traffic which originates or is moved through the Los Angeles gateway to and from the following:

Phoenix	Hobbs
Tucson	Lubbock
El Paso	

Freight coming to rest in Phoenix from the north or east which requires subsequent transportation to Los Angeles accrues to the Phoenix singleman operation to Desert Center. The aforementioned traffic forms a basis of requiring the Company to protect the men on a daily basis and up to eighty (80) trips weekly, based on a prior Change of Operations.

Prior to the establishment of the Desert Center turns, the above-described traffic was moved by a Los Angeles-based singleman running a division run to Blythe, California, with an opposing Phoenix-based singleman making a turnaround run with the Los Angeles-based division man. This was prior to some twenty (20) years ago. Approximately twenty years ago, the Company changed its operation from Blythe, California to Desert Center, California, with the Los Angeles and Phoenix men meeting on a turnaround basis. The condition of the Company exercising its right to have men take the lunch period at the turn point was disallowed. Today the matter has had a continuing effect.

Coincidental, but at the same time, the Company re-powered its equipment with Butane engines. Fueling butane tanks was a more timely enroute process. As a result, the Phoenix local prevailed on the Company to allow one hour paid for enroute fuel time. The Company acquiesced and at the same time made the one hour applicable to the Los Angeles drivers. The superfluous fuel time has had a continuing effect.

- (2) Singleman - In addition, Phoenix-based singlemen run to Lordsburg, New Mexico and take their rest. They tender their equipment to a Lordsburg domicile man who makes a turnaround to El Paso while the Phoenix driver is resting. The Phoenix driver may accomplish this run by going via Tucson in either direction.
- (3) On occasion a Phoenix driver at Lordsburg may be dispatched from Lordsburg to Tucson and returned to Lordsburg for a subsequent rest before returning to Phoenix.
- (4) In addition, Phoenix drivers accomplish Tucson turnaround runs from Phoenix.

PROPOSED OPERATION - PHOENIX

It is proposed that the singleman complement at Phoenix be combined into a common board and shall be required to make runs as follows:

1. Turnaround runs to Desert Center, turning with Los Angeles-based drivers on a slip seat basis. The traffic involved is that freight which has originated at Los Angeles or has come to rest in Los Angeles for subsequent transportation to points of Phoenix, Tucson, El Paso, Hobbs, Lubbock or has originated at Phoenix, Tucson, El Paso, Hobbs, Lubbock for transportation to Los Angeles.

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Case # T.I.M.E. -DC. INC.
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PROPOSED OPERATIONS - PHOENIX (Continued)

- (a) Points west of Yuma, including Yuma, on the Yuma Highway may be designated as alternate turn points. In such event, the turn will then count towards the Company's daily protection obligation.
- (b) Should any traffic aforementioned move on a given day by a sleeper from Los Angeles to Phoenix or from Phoenix to Los Angeles, the singlemen at Phoenix shall be protected on that dispatch day on a one-for-one basis to a maximum of eight. The protection will be offered on a bid day, not on a weekly basis. It is proposed that the weekly protection obligation shall expire. Empty equipment may be moved over this route in either direction by sleepers without protection to the singlemen.

Westbound freight coming to rest in Phoenix, arriving from the north or east by sleeper, which requires subsequent transportation to Los Angeles, shall accrue to the Phoenix-based singleman operation, to the extent that it is subject to the aforementioned (b).

The Company further proposes to put in effect the full conditions of Article 48 of the Western States Area Over-The-Road Agreement, and should the Company meet the terms of Article 48, the turn point may be designated as the place of the Meal Period. The condition of the fuel time shall be eliminated since the Company's fuel requirements are not as involved with the abandonment of butane equipment. Accordingly, the condition of pay heretofore allowed will be disallowed.

It is proposed to eliminate the domicile and turn point of Lordsburg, New Mexico and establish a domicile point at El Paso. The following runs will then be required of the Phoenix drivers:

2. Phoenix drivers will turn at Wilcox, Arizona on a slip seat basis with El Paso drivers.
 - (a) The drivers may be directed to accomplish the run in either direction via Tucson for the purpose of dropping and picking in either direction.
3. The Phoenix drivers will continue to make turnaround runs to Tucson from Phoenix.

All runs will be performed without regard to the destination of traffic. Destination of freight shall not be a basis for protection or subsequent claims for drivers should a controversy arise within the board, for example: El Paso destined freight may generally move on the Wilcox turn, but for operating necessity, it could be routed to Tucson on a turnaround run.

The runs designated as (2) and (3) under the heading of PRESENT OPERATION - PHOENIX, shall be eliminated.

- (1-3) May be accomplished on a via basis for purpose of dropping, picking, or effecting delivery or pickup at certificated points where terminals are not maintained.

With the elimination of division runs to Lordsburg, the Phoenix operation will require eight (8) fewer Phoenix drivers.

The following portion of the Change will make several references to the Bay Area. Its continued usage shall include Oakland (Hayward), Sacramento, and Stockton.

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Case # T.I.M.E.-DC. INC.
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PRESENT OPERATION - LOS ANGELES (LAX) (LOS)

SLEEPER - (East) Operates to the eastern points of Carteret and/or North Bergen and return to Los Angeles. Either leg can be made via Phoenix.

SLEEPER - (Central) is the second of two wheels, which operates to and from the points of:

Chicago	Portland
Corning	St. Louis
Detroit	Seattle
Kansas City	Toledo
Louisville	

Either leg can be made via Phoenix when operating to or from eastern points. On a limited basis sleepers may move via the Bay Area either westbound or eastbound providing service to freight originating or terminating at the Bay Area from or to Chicago, Detroit, or Toledo. Teams operating to and from Seattle/Portland are permitted to drop and pick at Bay Area points in either direction.

SINGLEMAN - Presently there is an operation from Los Angeles to the Bay Area and return which transports traffic originating and terminating at the Bay Area from points east of Los Angeles, with the prior noted exception under Sleeper heading. These drivers are frequently dispatched via other Bay Area points.

The board additionally moves freight of Los Angeles origin which is destined for Seattle, Portland and Vancouver, B. C., to a maximum of six (6) per day, six (6) days a week, to Stockton.

San Diego is served by Los Angeles singleman drivers on a turnaround basis.

At present there is an operation that makes Desert Center turnarounds, turning with Phoenix-based singleman drivers moving traffic which originates or is moved through the Los Angeles gateway to and from the following:

Phoenix	Hobbs
Tucson	Lubbock
El Paso	

Prior to the establishment of the Desert Center turns, the above-described traffic was moved by a Los Angeles-based singleman running a division run to Blythe, California, with an opposing Phoenix-based singleman making a turnaround run with the Los Angeles-based division man. This was prior to some twenty (20) years ago. Approximately twenty years ago, the Company changed its operation from Blythe, California to Desert Center, California with the Los Angeles and Phoenix men meeting on a turnaround basis.

At approximately the same time, the Company re-powered its equipment with Butane engines. Fueling butane tanks was a more timely enroute process. As a result, the Phoenix local prevailed on the Company to allow one hour paid for enroute fuel time. The Company acquiesced and at the same time made the one hour applicable to the Los Angeles drivers. The superfluous fuel time has had a continuing effect.

PROPOSED - LOS ANGELES (LAX) (LOS)

SLEEPER - (East) - No change.

SLEEPER - (Central) - With receipt of Sub 121, issued by the I. C. C., the Company is now authorized direct route authority from the Bay Area to and from its points of service east of Kansas City. Therefore, the Company is proposing that its sleepers from Los Angeles on an overflow basis be permitted to move via Bay Area points on a drop and pick basis.

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Case # T.I.M.E. -DC. INC.
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PROPOSED - LOS ANGELES (LAX) (LOS) - Continued)

The traffic to be picked enroute to the east is that destined to:

Chicago
Chicago-break (Albany, Boston, Buffalo, Cleveland, Syracuse)
Detroit
Toledo

The traffic moved from the immediately aforementioned may move westbound in the same fashion to the extent that the sleepers shall be permitted to drop and pick at Bay Area points and end in Los Angeles. Protection will be afforded the Los Angeles-based singleman whose rest is up at the Bay Area point from which the pick is made, providing the pick by the team is a load. No protection will be afforded if the pick is an empty trailer.

This unit shall continue moving traffic from Los Angeles destined for: Chicago, Detroit, Kansas City, Louisville, St. Louis, Toledo.

Traffic originating in Los Angeles destined to Albany, Boston, Buffalo, Cleveland, and Syracuse shall continue to move to Chicago from Los Angeles.

Dispatches to or from points east of Los Angeles may continue to be made via Phoenix.

It is proposed that sleeper operations to Seattle/Portland or eastern points via Bay Area shall be restricted to an overflow basis; however, all overflow shall not necessarily accrue to sleepers. With the proposed elimination of sleeper domiciles at Seattle and Portland, the Corning turns shall expire.

Reference to sleeper use north of Los Angeles via the Bay Area to eastern points or sleepers operating north of Los Angeles to Seattle/Portland via Bay Area points shall be a basis for protection to the Los Angeles singleman board on a daily basis at Los Angeles. One hundred eleven (111) runs shall accrue to the singleman board during the week. However, the distribution of the one hundred eleven (111) runs shall be made over seven (7) days, with the drivers bid on three (3) runs per week. The distribution shall not necessarily be the same each day. Useage of the word "week" is not to be construed as a weekly protection but on the contrary, the protection is on a daily basis, and only on a one for one basis. It is proposed that the sleepers may be dispatched ahead of singlemen without penalty, since the sleepers departure establishes protection heretofore mentioned. No protection shall accrue to the singleman board if the sleeper departs Los Angeles with an empty trailer.

Sleepers used for overflow movement to Seattle and/or Portland shall be permitted to be returned in the direction of their home domicile from Seattle or Portland, through singlemen at either of those locations. In so doing, the singleman boards at Seattle or Portland shall be protected to the extent of ten (10) men per dispatch day, Monday through Saturday on a one for one basis. The protection to the singleman board has no application if the team moves out with an empty trailer.

Sleepers dispatched from Los Angeles to the Bay Area for a drop and pick with an ultimate destination of Seattle or Portland will cause the Company to protect the specific Bay Area terminal's singlemen to a maximum of ten (10) at Oakland and twelve (12) at Stockton on a one for one basis for that dispatch day.

SINGLEMAN - It is proposed that the singleman complement at Los Angeles be combined into a common board and shall be required to make the runs as follows:

1. Turnaround runs to Desert Center, turning with Phoenix-based drivers on a slip seat basis. The traffic involved is that freight which has originated at Los Angeles or has come to rest in Los Angeles for subsequent furtherance to the points of: Phoenix, Tucson, El Paso, Hobbs, Lubbock.

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SINGLEMAN - (Continued)

- (a) The Company further proposes to put in effect the full conditions of Article 48 of the Western States Area Over-The-Road Agreement, and should the Company meet the terms of Article 48, the turn point may be designated as the place of the Meal Period. The condition of the fuel time shall be eliminated since the Company's fuel requirements are not as involved with the abandonment of butane equipment. Accordingly, the condition of pay heretofore allowed will be disallowed.
- 2. Division runs to Bay Area points:
 - (a) All runs will be performed without regard to the origin or destination of the traffic. Origin or destination of the freight shall not be a basis for protection or subsequent claim for the drivers should a controversy arise within the singleman board.
 - (b) On the return from the lay point, the driver may be returned via any other Bay Area point on a drop and pick basis.
- 3. Turnaround runs to San Diego.

PRESENT OPERATION - OAKLAND (HAYWARD)

SLEEPERS (Six Teams) - Running to Seattle and/or Portland with the privilege of via Sacramento and Stockton.

SINGLEMAN - Division runs to Yreka, with via privileges for dropping and picking in either direction at other Bay Area terminals.

PROPOSED OPERATION - OAKLAND (HAYWARD)

SLEEPERS - It is proposed that the sleeper operation be eliminated.

SINGLEMAN - It is proposed that the division runs to Yreka be abolished.

The drivers will then be required to make turnaround runs to Redding, turning with Portland and/or Medford-based singlemen on a slip seat basis.

- 1. On the northbound leg, the drivers may be dispatched via Sacramento or Stockton to drop and pick. When via Stockton, protection will then accrue to the bid Stockton-Redding driver during that dispatch day, on a one for one basis up to a maximum twelve (12) per day.
- 2. On the southbound leg, the drivers may be dispatched via Sacramento or Stockton to drop and pick without protection accruing to the Stockton domicile.

PRESENT OPERATION - STOCKTON

SINGLEMAN - Division runs to Yreka. The runs may be accomplished via Oakland or Sacramento. In the case of via Oakland, protection then accrues during the dispatch day to Oakland singleman bid drivers operating to Yreka on a one for one basis. He may be returned via Sacramento or Oakland on a drop and pick basis, without protection to the Oakland domicile.

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Case # T.I.M.E.-DC. INC.
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PROPOSED OPERATION - STOCKTON

SINGLEMAN - The division runs to Yreka shall be abolished.

It is proposed that the driver personnel shall be required to make turnaround runs to Redding, turning with singleman drivers from Medford or Portland on a slip seat basis.

1. On the northbound leg, the drivers may be dispatched via Oakland or Sacramento on a drop and pick basis. When via Oakland, protection will then accrue to a like number of bid drivers at that location on a one-for-one basis up to a maximum of ten (10) per day.
2. On the southbound leg, he may be dispatched via Oakland or Sacramento with no protection accruing to the Oakland domiciled drivers.

PRESENT OPERATION - YREKA

SINGLEMAN - The drivers are presently required to make runs as follows:

1. Division runs to Portland.
2. Division runs to Oakland.
3. Division runs to Stockton.

PROPOSED OPERATION - YREKA

SINGLEMAN - It is proposed to abolish the Yreka road operation.

PRESENT OPERATION - MEDFORD

At present there is no road operation at Medford.

PROPOSED OPERATION - MEDFORD

SINGLEMAN - It is proposed to establish a singleman board at Medford. The drivers will be required to make runs as follows:

1. Turnaround runs to Redding turning with singleman drivers from Oakland and Stockton on a slip seat basis.
 - (a) The driver's return will be performed without regard to the origin or destination of the traffic. Origin or destination of the freight shall not be a basis for protection or subsequent claim for the drivers should a controversy arise between the two domiciles (Portland or Medford).

PRESENT OPERATION - PORTLAND

SLEEPERS (Eight Teams) - They presently run to the Bay Area points and Los Angeles on occasion making turns with Los Angeles-based sleeper teams at Corning.

SINGLEMAN - Are presently required to make runs as follows:

1. Division runs to Vancouver, B. C.
2. Turnaround runs to Seattle.
3. Division runs to Yreka.

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PROPOSED OPERATION - PORTLAND

SLEEPERS - It is proposed that the sleeper operation be abolished.

SINGLEMAN - It is proposed that the division runs to Yreka be abolished. The drivers will then be required to make the following runs:

1. Turnaround runs to Seattle, three (3).
 - (a) Extra schedules may be moved with drivers from either Portland or Seattle.
2. Division runs to Redding.
 - (a) The driver's return will be performed without regard to the origin or destination of the traffic. Origin or destination of the freight shall not be a basis for protection or subsequent claim for the drivers should a controversy arise between the two domiciles (Portland or Medford).
3. Division runs to Vancouver, B. C.

PRESENT OPERATION - SEATTLE

SLEEPERS (Twenty (20) Teams) - They presently run to the Bay Area points and Los Angeles on occasion making turns with Los Angeles-based sleeper teams at Corning.

1. Seattle drops and picks both southbound and northbound at Portland.

SINGLEMAN - Presently Seattle singlemen make runs as follows:

1. Vancouver, B. C. turnaround runs.
2. Portland turnaround runs.
 - (a) Drivers on this operation not only move local Seattle-Portland traffic, but move California-destined freight. The California-destined freight is moved to Portland to feed the Portland-Yreka singleman operation. In this instance there is no claim by Seattle domiciled sleepers.

PROPOSED OPERATION - SEATTLE

SLEEPERS - It is proposed that the sleeper operation be abolished.

SINGLEMAN - It is proposed that the singleman board be required to make runs as follows:

1. Turnaround runs to Vancouver, B. C.
- *2. Turnaround runs to Portland, three (3).
 - (a) Extra schedules may be moved with drivers from either Portland or Seattle.
- *3. Division runs to Medford on a slip seat basis.
 - (a) Seattle drivers may be required to drop and pick at Portland in either direction. On the occasion that dropping and picking is required at Portland on the southbound leg, Portland-domiciled drivers shall be protected on a one for one basis up to a maximum of ten (10) men per dispatch day, Monday through Saturday. The referred-to protection has no application if the Seattle driver picks an empty trailer. If dropping and picking is accomplished on the northbound leg, no protection shall accrue to Portland domiciled personnel.

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*All runs will be performed without regard to the origin or destination of the traffic. Origin or destination of the freight shall not be a basis for protection or subsequent claim for the drivers should a controversy arise between the two domiciles (Portland-Seattle) or member of the Seattle board.

SUMMARY

FREIGHT AVAILABILITY

All of our operations are subject to the availability of freight as we can only operate runs as traffic warrants.

MEAL PERIOD

This Change establishes several turnaround runs. In each case where the turn point provides rest room and restaurant facilities, the Company may take the one hour meal period afforded under the Contract.

EXPENSE

The Company does herein agree to the terms of Article 8 (e) insofar as expenses to be borne by the Company.

ADVANTAGES

There will be immediate economic advantages arising from the diminution of sleeper miles compared to singleman miles. These will be a lessening of singleman layover expenses as compared to greater incidences of singleman turns. Turns lend themselves to greater equipment utilization. An expanded singleman operation provides tighter operational control.

SENIORITY

The Company wishes to eliminate all possible discrepancies and arguments that could arise from redomiciling drivers with respect to seniority determinations at the new domicile point. It is our feeling that only the appropriate Change Committee can make an error-free determination. The following questions may be presented by some of the principals:

1. El Paso is a two-conference location. What shall be the conference affiliation of the employees?
2. For those persons placed on layoff who were without sufficient seniority to move at the outset of the Change, will the condition of 120 days from approval be an adequate time to offer them work opportunity at points involved in the Change should work become available following the execution of the Change?
3. What is the Company's obligation when a driver during the initial bid to redomicile is only able to gain his second choice? Following locating at the second choice point, work then subsequently appears at this first preference?
4. There are certain personnel at Oakland, Portland, and Seattle who were affected by previous Changes of Operation during the period 1959 through 1967 which resulted in their relocation. In relocating, they now observe seniority for work opportunity based on their relocation date. Will this subsequent Change, when approved, give cause to observe a different date than is now observed for work opportunity?

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Seniority lists for the involved locals have not been provided at this initial presentation; however, they shall be at the hearing. Dependent on the hearing date, the status of the personnel could change.

For your immediate review, please find attached the PRESENT and PROPOSED PERSONNEL REQUIREMENTS.

BID DEPARTURES

It is proposed that all bid departure times be abolished.

PERSONNEL REQUIREMENTS

	<u>PRESENT</u>	<u>PROPOSED</u>	<u>INCREASE</u>	<u>DECREASE</u>
Lubbock	35	27	0	8
Lordsburg	**12	0	0	12
El Paso	* 1	20	19	0
Phoenix	***44	36	0	8
Los Angeles (LAX & (LOS)	386	386	0	0
Oakland (Hayward)	30	16	0	14
Stockton	8	26	18	0
Yreka	17	0	0	17
Medford	0	19	19	0
Portland	58	58	0	0
Seattle	63	57	0	6
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL	654	645	56	65

* Member of Lordsburg complement.

** Presently on layoff at Lordsburg, six (6) men not included above.

*** Presently on layoff at Phoenix, eight (8) men not included above.

(Continued on Following Page - Decision)

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

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Case # T.I.M.E., DC. INC. (Continued from previous page)
MC-CO-35-11/71

DECISION: (Multi-Conference Change of Operations-Transcript Pgs.2-89/ 11-16-71)
M/m/s/c/ that the Company's proposal be approved as clarified by the Company on the record, with the following provisos:

1. (a) The Company's proposal for a common seniority board at El Paso is denied and the Company is directed to maintain an east board and a west board. The Southern Conference area supplements shall apply to the east board and the Western States Area supplements shall apply to the west board.
- (b) Eight (8) positions on the El Paso east board shall be offered on a seniority basis to the Company's Lubbock line seniority list, and any positions on that east board not so filled or any additional positions required on that board shall be filled under applicable Southern Conference seniority procedures.
- (c) Twelve (12) positions on the El Paso west board shall be offered on a seniority basis to the Lordsburg and El Paso line seniority lists. Any positions on that west board not so filled or any additional positions required on that board shall be filled from the preferential hiring list hereinafter referred to.
- (d) A driver on either the east board or west board who is not working may be utilized on the other board as the Company's operational needs may require, but shall not lose his seniority on his own board and shall not acquire any seniority rights on the other board.
2. Seventeen (17) positions at Medford shall be offered on a seniority basis to those drivers actively working at Yreka, and any positions not so filled or any additional positions required at Medford shall be filled from the preferential hiring list hereinafter provided.
3. Fourteen (14) positions at Stockton shall be offered on a seniority basis to those drivers actively working at Oakland (Hayward), and any positions not so filled or any additional positions required at Oakland (Hayward) shall be filled from the preferential hiring list as hereinafter provided.
4. Drivers relocating under the provisions of paragraphs 1, 2, and 3, above shall be dovetailed on the respective seniority lists at their new terminals on the basis of all drivers' full unbroken Company dry freight line seniority dates. (If a driver has in the past relocated at his own request, this shall constitute a break in seniority for the purposes of this paragraph).
5. Drivers at Lordsburg, Phoenix, Los Angeles, Oakland, Portland or Seattle presently on layoff or laid off within 120 days from the date this change is put into effect as a result of this change shall be placed on the preferential hiring list on the basis of their present seniority dates for layoff purposes. The Company shall offer line positions which become available within its system in the Western States Area to the drivers on that list ahead of new hires, one offer per employee being sufficient to satisfy this requirement. An employee on that list who rejects offered employment shall remain on layoff status at his most recent terminal in accordance with the layoff provisions of the labor agreement.
6. The former one hour butane fueling requirement shall be reduced by attrition; that is, drivers previously receiving it shall continue to receive it, but new or transferred employees shall receive only the standard one-half hour fuel and check or Rider 205, where applicable.
7. The seniority dates of Seattle drivers Martin and Sandy as shown on the seniority list dated December 31st, 1970, are hereby confirmed.
8. With regard to the memo of understanding of Local 104 and the starting times with Local 81: These matters are referred back to the parties for negotiation.
9. This change shall be placed into effect no sooner than February 1st 1972.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # McCracken Bros. Motor Freight
8-70-5513

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon

Eliminate Portland-Eugene double turns as bid runs.

The Company and the Union are directed to continue negotiations on dispatch and company seniority rules for the purpose of coordinating the combination of long line and short line assignments.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California
5-71-5896 Local 224, Los Angeles, California

Change of Company involved: East Texas Motor Freight
Operations

Clarification Clarification of Change of Operations Case #5-71-5896. Local 468 believes that East Texas Motor Freight is in violation of this Change of Operations.

DECISION: (Change of Operations-Transcript Pgs. 88-101/ 11-17-71)
M/m/s/c/ in answer to the questions raised by Local 468, it is the determination of this committee:

- (1) The mileage issue is not properly before this committee.
 - (2) The Company is not in violation of the change to dispatch Los Angeles extra board drivers to Sacramento and/or Stockton.
 - (3) The committee's decision in this change did not guarantee any Oakland-Fresno turns.
 - (4) If, as alleged by Local 468, the company has hired new employees at Los Angeles since the effective date of this change without following the provisions of Paragraph 3 of the decision, then the company is in violation of the decision. This issue should be pursued through the applicance grievance committees.
-

Case # Local 962, Medford, Oregon
5-71-5908 Local 741, Seattle, Washington

Change of Company involved: Ringsby United
Operations

Clarification Local 962 is in dispute with Ringsby United involving the seniority of John Polum.

DECISION: (Change of Operations Committee-Transcript Pgs. 7-24/ 11-15-71)
M/m/s/c/ that it is the determination of this committee that the Company's Roseburg seniority list is properly constituted and that drivers Sheppard and Polum shall have their Company seniority dates only for determining fringe benefits.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # California Motor Express
8-71-6138

Change of Operations Locals involved: 87, Bakersfield, California
186, Santa Barbara, California
224, Los Angeles, California

PRESENT OPERATION:

One turnaround run operating between Oxnard and Los Angeles five days each week, providing business is sufficient to justify such run. Normally, this run covers a total of only 112 miles each trip (56 miles each way) The run originates at Oxnard, California
One turnaround run operating between Bakersfield and Los Angeles five days each week, providing business is sufficient to justify such run. The run originates in Bakersfield.
The two drivers involved to be moved to Los Angeles and given the opportunity to work from the Los Angeles line Over-The-Road Board.

DISPOSITION: Withdrawn.

Case # Consolidated Freightways, Inc.
8-71-6141

Change of Operations Locals involved: 483, Boise, Idaho
670, Salem, Oregon

Consolidated Freightways proposes to close its terminal at Ontario, Oregon. This area will be served from the Company's terminal at Boise, Idaho.

DISPOSITION: Withdrawn.

Case # Local 222, Salt Lake City, Utah
8-71-6144

Change of Operations Company involved: East Texas Motor Freight

Clarification Why the Company has put only half of the Change of Operations into effect, and requesting from the Company the effective date as it pertains to the Change of Operations.
We request interpretation of the men's seniority that were transferred into Salt Lake City under the 30-day rule. Can they return to Phoenix-the reason being they transferred one truck and two drivers more than the Change gave them.
We request clarification of the subsistence being paid to the drivers in Salt Lake City because the Company has never notified the Local Union as to the effective date of the Change of Operations and only one-half of the Change has been put into effect as of this date.

DISPOSITION: Postponed.

Case # The Santa Fe Trail Transportation Company
8-71-6149

Clarification Locals involved: 208, Los Angeles, California
431, Fresno, California
467, San Bernardino, California
542, San Diego, California

Local 431 requests a clarification of the above case.
(Change of Operations - Transcript Pgs. 161-169/ - 11-17-71)

DECISION: M/m/s/c/ that it was not the intent of the committee's decision in this case to change the local dispatch procedures on the extra board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Shippers-Encinal
8-71-6273

Change of Operations Local involved: 287, San Jose, California
439, Stockton, California

Clarification Local 287 requests a clarification of Change of Operations Case #8-71-6273.

DECISION: (Change of Operations Committee-Transcript Pgs.64-77/ 11/16/71)
M/m/s/c/ that if employees Webster and Welch in fact were on the line seniority list (longline or shortline) at San Jose under the O-T-R Agreement on and before August 11th 1971, they have the absolute right to claim the two line positions at Stockton. And if they claim such positions, they shall have 30 days from today (November 16th 1971) to return to San Jose.

Case # Local 741, Seattle, Washington, and
8-71-6295 United-Buckingham Freightlines

Interpre- Conrad Arten has a dispute as to his proper seniority date on the
tation Seattle line drivers board and wishes determination be made at July Joint State hearing.

DECISION: (Change of Operations Committee-Transcript Pgs.343-347/ 11/19/71)
M/m/s/c/ that it is the determination of this committee that since driver Conrad Arten was not employed at Seattle within 120 days of the effective date of the original change, he has no rights to be dovetailed there and his seniority is properly at the bottom of the Seattle board.

Case # Alltrans Express
11-71-6313

Change of Operations Locals involved: 137, Marysville, California
85, San Francisco, California

Alltrans Express California, Inc. maintains the following bid run, namely, San Francisco to Redding-Chico combination. Note: If there are two Redding vans, these will go as a Redding turn. If there is one Redding van, it will go as a Redding-Chico combination.

DISPOSITION: Withdrawn.

Case # Carr Bros. Oxnard Trucking Service
11-71-6314

Change of Operations Local involved: 186, Santa Barbara, California

The Company desires to make a change in their operation, primarily due to the sale of their Interstate rights to Consolidated Freightways. They propose to close their Goleta terminal, located approximately 42 miles from Oxnard, and load to go Santa Barbara and Goleta freight at their Oxnard terminal and deliver the freight to Santa Barbara and Goleta with Oxnard drivers. The drivers will be able to return any pickups made in that area to Oxnard that same night in order to provide overnight service to Los Angeles.

DECISION: (Change of Operations Committee -Transcript Pgs.80-82/ 11/17/71)
M/m/s/c/ that the request for Change of Operations be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
11-71-6315

Change of Operations Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California
492, Albuquerque, New Mexico

PROPOSED OPERATION:

Phoenix-Denver - On schedules between the Phoenix area and the Denver Gateway the operation will be as follows: Denver-based drivers will continue to run divisions between Denver and Albuquerque. Albuquerque-based drivers will make meets with Phoenix-based drivers at Holbrook.

Los Angeles-Denver - On schedules between the Los Angeles area and the Denver Gateway the operation will be as follows: Denver-based drivers will continue to run divisions between Denver and Albuquerque. Albuquerque-based drivers will make meets with Phoenix-based drivers at Holbrook. Los Angeles-based drivers will run divisions between Los Angeles and Phoenix.

DECISION: (Change of Operations Committee-Transcript Pgs.238-258/ 11/18/71)
M/m/s/c/ that the request for Change of Operations be approved as clarified on the record by the Company, to be effective no sooner than 12 December, 1971.

Case # Consolidated Freightways
11-71-6316

Change of Operations Locals involved: 208, Los Angeles, California
224, Los Angeles, California
357, Los Angeles, California
692, Long Beach, California

Opening Long Beach Terminal: (Area to be served)

The Long Beach terminal will serve that portion of the Los Angeles Basin within the following boundaries. The west boundary will be the Pacific Ocean. The South boundary will be the Pacific Ocean. The east boundary will be the Orange County Line. The north boundary will be the north city limits of the cities of Hermosa Beach, Redondo Beach, Lawndale, Torrance, Compton and Carson, and the south city limits of the cities of Gardena, Paramount, Bellflower and Cerritos.

DECISION: (Change of Operations Committee-Transcript Pgs.259-298/ 11/18/71)
M/m/s/c/ that the Company's proposal be approved as clarified by the Company on the record; provided, however, that in the event of layoffs at the Long Beach terminal within one year from the date that terminal is opened former Santa Fe Springs employees who elected to move to Long Beach shall have the right to return to their former positions at Santa Fe Springs with the same seniority which they formerly enjoyed there.

Case # Griffin Container & Supply Company
11-71-6317

Change of Operations Locals involved: 104, Phoenix, Arizona
235, Orange, California

Under the O-T-R Supplemental Agreement, Article 44, Section 4, the Company requests to redomicile the drivers in their seniority order from Buena Park, California to Glendale, Arizona.

DECISION: (Change of Operations Committee-Transcript Pgs.194-196/ 11/18/71)
M/m/s/c/ that the operational change be approved as proposed by the Company and clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Milton's Express
11-71-6318

Change of Operations Locals involved: 208, Los Angeles, California
542, San Diego, California

- (1) Milton's Express is currently servicing the San Diego area with four bid owner-operator employees who are members of Local 208 and work out of the Los Angeles terminal.
- (2) Milton's Express will open a terminal in San Diego and employ two owner-operator drivers at that location, eliminating the four bid runs from Los Angeles.

DECISION: (Change of Operations Committee-Transcript Pgs. 181-193/ 11/17/71)
M/m/s/c/ that the Company's proposal be approved as presented and clarified on the record, to be effective no sooner than January 1, 1972.
This decision does not relieve the Company's responsibility under the labor agreement regarding leases and methods of compensation.

Case # Oak Harbor Freight Lines
11-71-6319

Change of Operations Locals involved: 38, Everett, Washington
411, Mount Vernon, Washington
741, Seattle, Washington

The proposed change is to close the Everett terminal entirely, move one employee, Roy Gepner, to Mount Vernon, and the other four employees to Seattle to operate out of the Seattle board with dovetailed seniority, and operate out of the Seattle terminal and the Mount Vernon terminal rather than the Everett terminal.

DECISION: (Change of Operations Committee-Transcript Pgs. 2-5/ 11/15/71)
M/m/s/c/ that the request for the Change of Operations be approved as clarified on the record.

Case # O. N. C. Motor Freight System
11-71-6320

Change of Operations Locals involved: 150, Sacramento, California
224, Los Angeles, California
468, Oakland, California
533, Sparks, Nevada

PRESENT OPERATION:

Currently we are running schedules between Los Angeles and Reno up California Highway 99 to Sacramento and from Sacramento over U.S. Highway 40 to Reno and return over the same route.

PROPOSED OPERATION:

From junction of California Highway 99 and California Highway 14 (near Sylmar) over California Highway 14 to junction of U.S. Highway 395 (near Inuokern) continuing over 395 to Reno and return over the same route.

DECISION: (Change of Operations Committee-Transcript Pgs. 140-160/ 11/17/71)
M/m/s/c/ that the Company's request be approved, provided, however, that if in the future it appears that this operation results in a substantial decrease of work opportunities in Sparks and/or Sacramento, that the affected locals shall have the right to have the case brought back before the committee to determine what rights, if any, employees at those two terminals will have in Los Angeles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O.N.C. Motor Freight System
11-71-6321

Change of Locals involved: 104, Phoenix, Arizona
Operations 310, Tucson, Arizona

PROPOSED OPERATION:

Tucson: Three layover runs from Tucson to Los Angeles, layover and return either through Yuma, Arizona or Phoenix, Arizona on a through open door operation, as the freight flow dictates.

Six drivers domiciled at Tucson, Arizona operating on a three-and two basis.

Phoenix: No change in the present bid runs - Phoenix to Los Angeles layover runs and Phoenix-Desert Center turn runs.

DECISION: (Change of Operations Committee-Transcript Pgs. 129-138/ 11/17/71)
M/m/s/c/ the request for Change of Operations be approved as clarified on the record by the Company.

Case # Pacific Intermountain Express Co.
11-71-6322

Change of Locals involved: 81, Portland, Oregon
Operations 222, Salt Lake City, Utah
670, Salem, Oregon

Request that Company be allowed to run Portland to Boise and return with Portland driver on irregular basis, as volume of freight warrants.

DISPOSITION: Postponed.

Case # Pacific Motor Trucking Company
11-71-6323

Change of Local involved: 468, Oakland, California
Operations

We would like to abolish the Fresno Turn #2 from Oakland to Fresno. The frequency of this run is Monday through Friday with an approximate departure time of 11:30 p.m.

DISPOSITION: Withdrawn.

Case # Ringsby System
11-71-6324

Change of Locals involved: 81, Portland, Oregon
Operations 148, Moses Lake, Washington
524, Yakima, Washington
741, Seattle, Washington
839, Pasco, Washington
154, Seattle, Washington
223, Portland, Oregon

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Ringsby System (Continued from previous Page)
11-71-6324

PROPOSED OPERATION:

Move the freight generated at the above terminals on bills of lading to one of our major terminals, i.e., Portland, Oregon, Seattle or Spokane, Washington, where we employ full-time billers and rate clerks and have the bills rated and processed at these terminals.

DECISION: (Change of Operations Committee-Transcript Pgs.299-301/ 11/18/71)
M/m/s/c/ that the proposal of the Company be approved as filed.

Case # Ringsby United
11-71-6325

Change of Local involved: 631, Las Vegas, Nevada
Operations

Ringsby United is closing down their heavy hauling division (as established by JWC Rider #R-900) in Las Vegas, Nevada. The drivers (members of Local 631) who are laid off due to closing down this division, will be carried on the seniority roster of this division for the next three years on a layoff status, in accordance with Article 76, Section 1, of the Heavy Specialized and Oilfield Supplemental Wage Agreement, which is a supplement of the Western States Area Master Agreement.

DECISION: (Change of Operations Committee-Transcript Pgs.302-303/ 11/18/71)
M/m/s/c/ that the Company's proposal be approved as clarified on the record.

Case # Ringsby United
11-71-6326

Change of Locals involved: 431, Fresno, California
Operations 439, Stockton, California

Due to economic reasons Ringsby United finds it necessary to close down their California heavy haul division and confine their efforts to the moving of general freight.

DECISION: (Change of Operations Committee-Transcript Pgs.170-180/ 11/17/71)
M/m/s/c/ that the Company's request to close its California heavy haul division be approved as proposed by the Company.

Case # System 99
11-71-6327

Change of Locals involved: 224, Los Angeles, California
Operations 898, El Centro, California

It is the intent of System 99 to change their operation at El Centro, California moving four tractors and five drivers to Los Angeles. The drivers to be allowed to move to Los Angeles with full seniority.

DECISION: (Change of Operations Committee-Transcript Pgs.235-237/ 11/18/71)
M/m/s/c/ that the request of System 99 for Change of Operations be approved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # United Buckingham
11-71-6328

Change of Operations Locals involved: 81, Portland, Oregon
741, Seattle, Washington
690, Spokane, Washington

PROPOSED OPERATION:

Eliminate Spokane, Washington and Lewiston, Idaho as established layover points.

Dispatch Portland and/or Seattle line drivers to eastern Washington or Idaho to lay over at any place designated by the Company at time of dispatch, i.e., a Seattle or Portland driver might be dispatched to Spokane via Lewiston, Idaho with a drop and pick in Lewiston, or to Lewiston via Spokane with a drop and pick in Spokane. They might be dispatched on their return trip in the same manner.

DECISION: (Change of Operations Committee-Transcript Pgs.25-53/ 11/15/71)
M/m/s/c/ that the Company's proposal as amended and clarified by the parties on the record be approved.

Case # Western Gillette, Inc.
11 -71-6329

Change of Operations Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona
208, Los Angeles, California
357, Los Angeles, California
495, Los Angeles, California

Western Gillette requests the Change of Operations Committee approval for Desert Express Division of Western Gillette to dispatch Arizona traffic originating in the Los Angeles area and to utilize their present Local 224 line drivers who are now running to other overnight points to operate runs into Phoenix and Tucson. Western would continue to operate their line runs out of Phoenix to Desert Center on turnaround runs pulled by Local 104 drivers as has been the practice, but the eastbound portion of these turnaround runs will be run out of South Gate Desert Express or from Western Gillette at Los Angeles or both terminals to make the five schedules on a given day.

DECISION: (Change of Operations Committee-Transcript Pgs.304-342/ 11/18/71)
M/m/s/c/ that this case be referred back to the parties and the Company is directed to review its position and present firm proposals to the Local Unions as a basis for future discussions and the results of those discussions may be refiled to be heard by this committee at the February Agenda.
In preparing its proposals the Company is directed to review the transcripts of previous Change of Operations cases and make specific proposals regarding seniority application.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Western Truck Manpower
11-71-6330

Change of Local involved: 439, Stockton, California
Operations

We are submitting this letter for Change of Operations. The operation as it is run now is:

- Run #1 - Stockton to Los Angeles and return to Stockton.
- Run #2 - Stockton to Los Angeles and return to Stockton.
- Run #3 - Stockton to Richmond and return to Stockton plus local Stockton work.
- Run #4 - Stockton to Richmond and return to Stockton plus local Stockton work.
- Run #5 - Local - Stockton work.

The operation as we would like it is:

- Run #1 - Stockton to Los Angeles, San Francisco, etc.
- Run #2 - Stockton to Los Angeles, San Francisco, etc.
- Run #3 - Stockton to San Francisco and return.
- Run #4 - Stockton - Yard work.

DECISION: (Change of Operations Committee-Transcript Pgs. 197-199/ 11/18/71)
M/m/s/c/ that the request for Change of Operations be approved.

Case # Yellow Freight System, Inc.
11-71-6331

Change of Locals involved: 104, Phoenix, Arizona
Operations 467, Barstow, California
492, Albuquerque, New Mexico
310, Tucson, Arizona

PROPOSED CHANGE:

Propose to close out the existing Flagstaff terminal operation and move the relay point to Holbrooks, Arizona. The Barstow drivers will operate between Barstow, California and Holbrook, Arizona. The redomiciled drivers at Albuquerque will run turns between Albuquerque and Holbrook, and thru runs from Albuquerque to Phoenix and Tucson.

DECISION: (Change of Operations Committee-Transcript Pgs. 105-128/ 11/17/71)
M/m/s/c/ that the Company's operational change be approved as clarified on the record by the Company.

Case # Yellow Freight System, Inc.
11-71-6332

Change of Locals involved: 235, Orange, California
Operations 208, Los Angeles, California
357, Los Angeles, California
495, Los Angeles, California
692, Long Beach, California

Yellow Freight System is in the process of adding additional terminals in the Los Angeles area.

One new terminal will be in the county of Orange, State of California in the jurisdiction of Local 235; another terminal will be in the Sun Valley area of Los Angeles, in the jurisdiction of Local Unions 208 and 357; another terminal at Gardena, California in the jurisdiction of Long Beach, Local 692.

It is proposed that the points and areas within the territorial jurisdiction of Orange County and Long Beach Local Unions and the Sun Valley terminal will be served by those terminals and/or the Los Angeles terminal as dictated by terminal proximity, service requirements and/or economics. (Continued on Page #23)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 11-71-6332 Yellow Freight System, Inc. (Continued from Page #22)

DECISION: (Change of Operations Committee-Transcript Pgs.200-233/ 11/18/71)
M/m/s/c/ that the Company's proposal be approved as proposed and clarified by the Company on the record, provided, however, that the one-year right of return shall begin to run at each terminal from the date that terminal is opened, and provided further that such rights of return shall be only to the respective seniority lists they were on at the Pico Rivera terminal.

Case # 11-71-6333 B.N. Transport, Inc.

Change of Operations Local involved: 190, Billings, Montana

The Company proposes to dovetail their city roster of Burlington Truck Lines with that of N.P. Transport.

DECISION: (Change of Operations Committee-Transcript Pgs.61-63/ 11/16/71)
M/m/s/c/ that the memorandum agreement between the parties be approved.

Case # 11-71-6416 Local 81, Portland, Oregon, and

Change of Operations Company: Pacific Intermountain Express

Local 81 is in dispute with P.I.E. over their failure to allow Gerald Pepper the use of his seniority. Driver Pepper feels his seniority was violated and refers to Case #8-4-1453 when super seniority was granted by the Change of Operations Committee on established runs. The Union maintains that the committee never did stipulate that super seniority should prevail on these particular runs.

It is the Company's position that they have abided by the Change of Operations as set forth in Case #8-4-1453 and have maintained this position for the past seven years and feel it is proper.

DECISION: (Change of Operations Committee-Transcript Pgs.348-359/ 11/19/71)
M/m/s/c/ that the Company has correctly applied and interpreted the decision of this committee in Change of Operations Case No.8-4-1453, and accordingly the grievance of Mr. Pepper is denied.

Case # 11-71-6527 Alltrans Express California, Inc.

Change of Operations Locals involved: 224, Los Angeles, California
 431, Fresno, California
 85, San Francisco, California

Alltrans Express intends to file a Change of Operations as follows: Delete two San Diego layover bid runs from Fresno due to the lack of freight from and to San Diego. In place of these bids we will bid: One Los Angeles turn from Fresno. One San Francisco turn from Fresno. One Extra run (wild).

DECISION: (Change of Operations Committee-Transcript Pgs.54-60/ 11/15/71)
M/m/s/c/ that the request for Change of Operations be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Motor Trucking
11-71-6535

Change of Operations Local involved: 186, Santa Barbara, California

The Company wishes to close the Santa Barbara terminal and have that work transferred to their Oxnard terminal.

DECISION: (Change of Operations Committee-Transcript Pgs. 102-104/ 11/17/71)
M/m/s/c/ that the request of the Company to close its Santa Barbara terminal be approved as clarified on the record.

Case # Pacific Motor Trucking
11-71-6536

Change of Operations Locals involved: 85, San Francisco, California
624, Novato, California

The Company wishes to close their San Rafael terminal and move the four Teamster employees to the San Francisco terminal and integrate their seniority.

DECISION: (Change of Operations Committee-Transcript Pgs. 82A-86/ 11/17/71)
M/m/s/c/ that the request of the Company to close its terminal at San Rafael be approved as clarified on the record.

Case # Carey Truck Lines
11-71-6544

Change of Operations Local involved: 87, Bakersfield, California

The Company proposes to close their terminal at Taft, California and absorb the two men into the Bakersfield terminal with dovetailed seniority.

DECISION: (Change of Operations Committee-Transcript Pgs. 78-81/ 11/16/71)
M/m/s/c/ that the Company's proposal to close its terminal at Taft and move it into Bakersfield be approved in accordance with the agreement of the Local Union and that the personnel involved be dovetailed on the Bakersfield respective seniority lists.

COMMITTEE FOR LOCAL OPERATIONS

JOINT COUNCIL #7 DISPUTES

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-8-3562 Ringsby Truck Lines

Joint The Company is trapping American President Lines vans at the
Council #7 consignee or shippers in Local 70 jurisdiction. The shipper or
Dispute consignee is loading or unloading the freight.

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and
2-8-3580 Delta Lines, Inc.

Joint Whether or not air freight picked up at the airport is, or is not,
Council #7 connecting carrier freight.
Dispute

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and
2-70-5164 Pacific Motor Trucking

Joint Night hostler picked up freight at the Air Freight Terminals at San
Council #7 Francisco Airport. Is this payable at 1-1/2 overtime as pickup
Dispute and delivery outside of regular daylight hours?

DISPOSITION: Postponed.

Case # Local 150, Sacramento, California, and
8-70-5407 California Motor Express

P & D The Union was protesting the bid position of a 3:00 a.m. bobtail, and
Dispute a 3:00 a.m. tractor driver. They stated that it was their opinion
that the bid had been abused because the drivers were used as dock
men for the first four hours of their shift.

DISPOSITION: Postponed.

Case # Local 386, Modesto, California, and
11-70-5665 Delta Lines

P & D Union requests two more bid jobs on 4:00 a.m. shift.
Dispute

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
8-71-6153 I.M.L. Freight, Inc.

P & D R. Crumley, R. Rodriquez, L. Dunn, R. Mason, W. Washington,
Dispute are filing for one-half time in violation of Article 59.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
8-71-6160 California Motor Express

P & D Local 208 on behalf of top three senior men at C.M.E. on layoff,
Dispute is filing for a day's pay for every day back 45 days that C.M.E.
has implemented the 60/40 at this barn.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
8-71-6162 Delta Lines

P & D For and on behalf of: G. Belyea, et al. Per the agreement of
Dispute November 20, 1967 on the 60/40, the Union feels that Delta Lines
has violated this agreement because the Company has used 357 men
in 208 classification while 208 members are on layoff status. All
208 members who were on layoff status claim all monies due them.

DISPOSITION: Postponed.

Case # Local 386, Modesto, California, and
8-71-6169 Delta Lines, Inc.

P & D Union claims 4 hours pay for Want on 3-23-71 when System 99
Dispute driver drove fork lift on dock.

DISPOSITION: Withdrawn.

Case # Local 386, Modesto, California, and
8-71-6170 Delta Lines, Inc.

P & D Union stated working leaderman who starts a 12:00 p.m. shift was
Dispute home and station agent performed work. Company has always re-
placed man on vacation, etc. Union claims you cannot have a leader-
man steady and not replace for a day.

DISPOSITION: Withdrawn.

Case # Local 386, Modesto, California, and
8-71-6171 Delta Lines, Inc.

P & D Union claims pay difference for Mancebo on 4-23-71 when Company
Dispute used non-bargaining employees as Leadmen.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
 8-71-6176 T.I.M.E., DC. Inc.

P & D Union claims 8 hours premium pay for senior man when line driver
 Dispute did local work.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
 8-71-6310 Westransco

P & D Local protesting Supervisors doing Route Clerk and Blocking
 Dispute work.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
 11-71-6334 Burlington Truck Lines

P & D Local 17 is filing for work being performed by employees other than
 Dispute Burlington. The work is meat loads from the pig yard to the packing
 house and back. This work has been done in the past by the Burlington
 employees. Asking for 2 hours at time and one-half for every load
 moved by the Colorado transfer.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
 11-71-6335 Burlington Truck Lines, Inc.

P & D Lester L. Pettera states: This grievance is against Burlington
 Dispute Truck Lines for two hours pay at time and one-half, heavy duty pay.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
 11-71-6336 Consolidated Freightways

P & D William E. White states: On April 30/71, the Company worked
 Dispute R.D. Buriss at 12:00 a.m. to 8:30 for 8 hours and called him back
 to work at 6:00 p.m. on the same day, which was April 30/71.
 Because of these violations of Article 43 and Article 50, Section 5
 and 10, I am filing for 8 hours at time and one-half. Pay claim
 is for \$57.84.

DECISION: (Committee Local Operations - Transcript Pgs.350-356/ 11/18/71)
 M/m/s/c that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-71-6337 Consolidated Freightways

P & D Earl Manweiler states: I took one week of my vacation on April 26th.
Dispute On April 29th, I got the flu and was due back to work on May 3rd,
but I still was not well, so I called in sick May 3rd and came back
to work May 4th. The weekend bid was up on the bulletin board so
I signed up for Saturday, May 8th and Sunday, May 9th. The bid
asks if Sunday worked, my 7th day, I put no. They did not call me
for Sunday. I am asking for 8 hours at time and one-half.

DECISION: (Committee Local Operations - Transcript Pgs.342-348/ 11/18/71)
M/m/s/c/ that the claim of the Union be allowed.

Case # Local 17, Denver, Colorado, and
11-71-6338 Navajo Freightlines, Inc.

P & D Cases #53-55-56: Edward Dankowski asking for 8 hours overtime -
Dispute \$62.40. Stanley Lannholm asking for 8 hours overtime - \$62.40.
A. Buhmann, asking for 8 hours overtime - \$61.80.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-71-6339 Pacific Intermountain Express

P & D Edwin White states: On July 8/71 I posted a bid for vacation relief
Dispute for the swingshift for four weeks. The Company refused to honor
my bid and allowed a man with less seniority than me to fill the bid.
I ask for one weeks pay at regular hostlers wages for every week
the junior man is allowed to work the shift, plus one week's pay
of half time.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-71-6340 Ringsby United

P & D Case #15: Roger Almgren filing for premium day's pay.
Dispute Case #46: Class Grievance for all 15% employees. Asking for day's
pay for Saturday, because they worked at straight time.: Wright,
Locks, Howard, Mike Riddle, W.E. Voit, Ben Gonzales, R.A. Rivard,
John Render, Schroder - \$61.80 per man.
Case #50: Robert Brown claiming premium day's pay.
Case #51: Grover Lacer: Claiming premium day's pay.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-71-6341 Ringsby United

P & D Case #18: John Griffin is filing on a junior man, R. Rivard, 15%
Dispute employee. Asking for 8 hours overtime - \$57.84.
Case #20: Harry Terrell is filing on junior man, George Starkel
who is a 15% employee. Asking for 8 hours overtime.
Case #21: Donald W. Lappin filing on junior man, Billy Watts, 15%
employee. Asking for 8 hours overtime.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-71-6342 Ringsby United

P & D Joe Valdez is filing on junior man, Marvin Schrodeder, 15%
Dispute employee. Asking for 8 hours overtime.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-71-6343 T.I.M.E., DC. Inc.

P & D Local 17 claims that on September 13/71 T.I.M.E., DC. unloaded
Dispute a load at Gates City Steel using a leasor operator, depriving the
Union available man from overtime which is normally enjoyed.
Load was from E. Chicago, Indiana.

DISPOSITION: Postponed.

Case # Local 58, Longview, Washington, and
11-71-6344 Nehalem Valley Motor Freight

P & D Union contends that the Company hired an employee to work casual
Dispute on August 19/71 and has continued to use the man on a casual basis
daily from 5:00 a.m. until 9:00 a.m. ever since that time. The
Union is asking for the Company to either not use as many casuals
or put the man to work full time since he has worked more than
13 days in a calendar month.

DECISION: (Committee Local Operations-Transcript Pgs.317-326/ 11/18/71)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 70, Oakland, California, and
11-71-6345 Associated Freightlines

Joint Claim for sick leave pay - Thomas Tilley. Tilley was ill prior to
Council #7 July 1/71. He had exhausted his sick leave. Company refused to
Dispute pay sick leave for the first of July, claimed that must be the day of
waiting as long as the man had not yet reported back to work and the
old sick leave exhausted.

DECISION: (Committee Local Operations-Transcript Pgs.48-52/ 11/16/71)
M/m/s/c/ that the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
11-71-6346 Bigge Drayage Co.

Joint Pay claim - John Cowling.
Council #7

Dispute Company is hauling structural steel on low bed trailers and is not
paying low bed rate.

DECISION: (Committee Local Operations-Transcript Pgs.69-75/ 11-16-71)
M/m/s/c/ based on Article 53 of Joint Council #7 of the Supplemental Agreement, the
claim of the Union is denied.

Case # Local 70, Oakland, California,
11-71-6347 Local 287, San Jose, California, and
Garden City Transportation

Joint Union claims Company used a non-Union forklift operator to unload
Council #7 full loads of newsprint. No hand unloading involved. Union claims
Dispute 8 hours pay for top man in the hiring hall that date.

DISPOSITION: Withdrawn.

Case # Local 70, Oakland, California, and
11-71-6348 Miles Motor Transport

Joint Claim for one day's pay for appearing to defend a citation issued
Council #7 on "Carriers Responsibility." Claim for pay for Robert Gallardo.
Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
11-71-6349 Navajo Freightlines

Joint Money claim for Jack C. Davis - difference between amount due
Council #7 him and amount paid at time and one-half rate for entire shift.
Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
11-71-6350 Pacific Motor Trucking

Joint Pay claim for Mr. Keefe for June 20, 1971.
Council #7 Mr. Keefe was next man on the rotation wheel for the premium work.
Dispute Instead of calling him the Company used a heavy-duty man in his
place.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
11-71-6351 Pacific Motor Trucking

Joint Money claim for R. Puetz, J. Henderson, Hughes, Sequria,
Council #7 Bettencourt, for 8 hours pay at applicable overtime night rate.
Dispute

DECISION: (Committee Local Operations-Transcript Pgs.10-17/ 11-15-71)
M/m/s/c that based on the facts in this particular case, the claim of the Union be upheld.

Case # Local 70, Oakland, California, and
11-71-6352 Pacific Motor Trucking

Joint Claim for overtime pay for Tony LaConte. Union claims difference
Council #7 between straight time rate and overtime rate for grievant on
Dispute June 21, 1971.

DECISION: (Committee Local Operations-Transcript Pgs.2-9/ 11-15-71)
M/m/s/c due to the facts presented in this case, the Union claim be denied.

Case # Local 70, Oakland, California, and
11-71-6353 Pacific Oxygen

Joint Claim for vacation pay (various employees). Union requesting 5
Council #7 hours additional vacation pay for each employee.
Dispute

DECISION: (Committee Local Operations-Transcript Pgs.31-47/ 11-16-71)
M/m/s/c that the Union claim be upheld based on the Cryogenic Agreement between the Company and the Union.

Case # Local 70, Oakland, California, and
11-71-6354 Sea-Land Services

Joint Intent to discharge Larry Fitch.
Council #7 Company was untimely in the issuance of the discharge letter to
Dispute Larry Fitch.

DECISION: (Committee Local Operations-Transcript Pgs.53-65/ 11-16-71)
M/m/s/c that based on the facts presented in these cases, the intended discharges be withdrawn on both of them.

Case # Local 81, Portland, Oregon, and
11-71-6355 Consolidated Freightways

P & D Local 81 is in dispute with the Company over the seniority rights of
Dispute Robert Fineout for not being called in early to perform hostling work.

DECISION: (Committee Local Operations-Transcript Pgs.398- 400/ 11-19-71)
M/m/s/c that this case be referred back to the parties and this committee retain jurisdiction.

NOTE: (Cases #11-71-6355 and #11-71-6356 were heard together)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-71-6356 Consolidated Freightways

P & D Local 81 is in dispute with the Company over their using hostlers to
Dispute do pickup and delivery work and not calling men in early from the
next shift off the pickup and delivery seniority list.

DECISION: The decision in Case #11-71-6355 applies.

Case # Local 85, San Francisco, California, and
11-71-6357 Interstate Motor Lines

Joint Work jurisdiction. Union is claiming one day's pay for man on
Council #7 seniority for work performed by Local 70 man in Local 85's jurisdiction.
Dispute

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California, and
11-71-6358 Interstate Motor Lines

Joint Union claims day's pay for Robert Calande when Local 70 driver
Council #7 came into Local 85's jurisdiction.
Dispute

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California, and
11-71-6359 Interstate Motor Lines

Joint Union claims one day's pay for Roach, when Company sent a Local
Council #7 70 man into their jurisdiction and he loaded candy at Reed Candy Co.
Dispute

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California, and
11-71-6360 Interstate Motor Lines

Joint Local 85 claims day's pay for Gerald Zapper when Local 70 man
Council #7 performed his work.
Dispute

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 85, San Francisco, California, and
11-71-6361 Interstate Motor Lines

Joint One day's pay for Frank Fanara for work performed by Local
Council #7 70 man.
Dispute

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California, and
11-71-6362 Pacific Motor Trucking

Joint Mr. Hansen was a bid fork lift operator on a bid swingshift. The
Council #7 swingshift, except for hostlers, was abolished. The employee in
Dispute question wishes to take a platform position on the graveyard shift.
To do this would mean bumping a junior bid platform, bid graveyard
shift man. Can Mr. Hansen do this or should he be reassigned to
another shift?

DECISION: (Committee Local Operations-Transcript Pgs.19-29/ 11-15-71)
M/m/s/c/ since Mr. Hansen's bid position was abolished he then had the right to
exercise his seniority, to place himself in any shift and classification that his seniority
would allow him.

Case # Local 154, Seattle, Washington, and
11-71-6363 Pioneer Carloading

Office Company refuses to allow Trudy DeLora, senior employee, to
Dispute bump Mel Vangstad on the OS & D desk in a reduction in work force.
Also request all monies lost.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California,
11-71-6364 Local 235, Orange, California, and
Consolidated Freightways

P & D Local 208 on behalf of Robert Gibson, claims 3 hours and 45 minutes
Dispute overtime when a driver from the Orange County terminal (Becker)
came into the Los Angeles terminal on July 28/71 and picked up
trailers which is 208 jurisdiction.

DECISION: (Committee Local Operations-Transcript Pgs.417-428/ 11-19-71)
M/m/s/c/ that the committee retain jurisdiction and that Local 235 be docketed with
208 on the next Agenda for the rehearing of the case.

Case # Local 208, Los Angeles, California, and
11-71-6365 I.M.L. Freight, Inc.

P & D Local 208 on behalf of Franklin A. Dickten, claims 2 hours a day
Dispute pay from July 19/71 because while Dickten was on vacation, the
Company posted 3 permanent bids, and upon his return from vacation
he was not allowed to exercise his seniority from said bids. Junior
man, Hal Lawson, was awarded the bid in violation of Dickten's
seniority.

DECISION: (Committee Local Operations-Transcript Pgs.327-330/ 11-18-71)
M/m/s/c/ due to the facts in this particular case, the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-71-6366 Transcon Lines

P & D Local 208, on behalf of Edward B. Chudzicki, claims 11-1/2 hours
Dispute at time and one-half when the Company used a junior man
(K. McKinney) in his stead on July 31/71.

DECISION: (Committee Local Operations-Transcript Pgs.285-289/ 11-18-71)
M/m/s/c/ based on the facts presented, the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
11-71-6367 Union Terminal Warehouse

P & D Leonard Cox protests the action taken by the Company when they
Dispute abolished his bidded run and refused to allow him to then fit into
his rightful place. He also claims 2-1/2 hours per working day
overtime since May 17/71 due to him not being allowed a 6:00 a.m.
starting time.

DECISION: (Committee Local Operations-Transcript Pgs.194-197/ 11-17-71)
M/m/s/c/ that Mr. Leonard Cox, due to the fact his run was abolished, he had the
right to exercise his seniority wherever his seniority would allow, and any claim for
monies are disallowed.

Case # Local 223, Portland, Oregon, and
11-71-6368 Pacific Intermountain Express

Office The Union contends that T.B.I. operator Arlene Petersen who is
Dispute the senior operator works a Monday through Friday work week.
Union is asking for a runaround for August 29/71, September 5/71,
and September 26/71, all Sunday, when the Company brought in
other employees to work the shift.

DECISION: (Committee Local Operations-Transcript Pgs.402-408/ 11-19-71)
M/m/s/c/ that the case be referred back to the parties for further investigation and
that this committee retain jurisdiction.

Case # Local 223, Portland, Oregon, and
11-71-6369 Transwestern Express

Office The Union contends that in the end of August of this year, the
Dispute Company put up a bid for a teletype operator and two employees,
Jeff Klein and Stefani L. Batchoff both bid for the job. The job was
given to Jeff Klein who is junior to Stefani, and the Union feels that
the Company did not let her exercise her seniority.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 223, Portland, Oregon, and
11-71-63 70 Transwestern Express

Office The Union contends that at the present time, the Company has three
Dispute key punch operators working the day shift, and within two weeks
the Company will be going to a computerized billing system that
will only require one key punch operator on the day shift. The
Union is asking that these two employees be given the opportunity
to qualify for another job in the bargaining unit.

DISPOSITION: Withdrawn.

Case # Local 235, Orange, California, and
11-71-63 71 Consolidated Freightways-Cartage & Container Division

P & D Cases #SC-9-1-9276-9277 and 9278: This involves Jake Cantwell,
Dispute Ray Figueroa and Frank V. Brown. Company refuses to lay them
off or work them. They request to be laid off or put to work as
per agreement with Local 235 and C-F Cartage & Container.
Violation date: July 9, 1971.

DECISION: (Committee Local Operations-Transcript Pg .443-/ 11-19-71)
M/m/s/c/ that based on the failure of the Union to appear, the rights of the Union
are withdrawn as per Article 45, Section 1 (f) of said contract.

Case # Local 235, Orange, California, and
11-71-63 72 Golden West Freight Lines

P & D Case #SC-8-1-9070: This involves Harvey Brehm. On June 1, 2,
Dispute 3, and 4, a casual, Keith Dewoody was called to work at 6:00 a.m.
to work four hours. He has an open start time and is a regular
employee as was not called until 9:00 a.m. Request 3 hours at
the premium rate each day his seniority was violated.

Case #SC-8-1-9072: John Noble claims difference in pay for June
7, 8, 9, and 10, 1971, when a casual, Keith Duwoody was called
to work at 6:00 a.m. I have an open start time and was not called
in order.

DECISION: (Committee Local Operations-Transcript Pgs.271-278/ 11-18-71)
M/m/s/c/ based on the facts in this particular case, the claim of the Union be denied.

Case # Local 287, San Jose, California, and
11-71-63 73 California Motor Express

Joint Claim for additional bid positions. Larry Solomon who is a quali-
Council # 7 fied doubles driver has not been allowed to bid doubles.
Dispute Company claims that additional doubles bids are not needed at
this time.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
 11-71-6374 John Mattos Trucking

Joint Work jurisdiction. Union requests pay for all hours worked by
 Council #7 non-bargaining unit men to be paid to top men from hiring hall.
 Dispute Company employed two non-bargaining unit men on September 1/71
 instead of calling hiring hall.

DISPOSITION: Withdrawn.

Case # Local 287, San Jose, California, and
 11-71-6375 J. Mattos Trucking

Joint Pay claim - Joe Bettencourt. Union claims Company sent driver
 Council #7 to Fresno at 5:00 a.m. and at 2:30 p.m. laid driver over for a
 Dispute total of 17-1/2 hours. Asking pay for all hours due.

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California, and
 11-71-6376 Pacific Intermountain Express

Joint Bid dispute - Grievant, Paul Gaudreau.
 Council #7 Union claims Company will not allow grievant opportunity to qualify
 Dispute for the job he bid.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
 11-71-6377 Consolidated Freightways

P & D For and on behalf of: Raleigh Ornelas. I left the dock at 5:00 a.m.
 Dispute Saturday morning. Mr. Hogan called an emergency shift in on
 Saturday at 12:30 p.m. and those that left at 5:00 a.m. that morning
 could not work the shift because these men did not have their 8 hours
 between shifts off. I am claiming 8 hours for July 31/71 in the
 amount of \$74.45.

DECISION: (Committee Local Operations-Transcript Pgs.213-223/ 11-17-71)
M/m/s/c/ based on the facts presented, the claim of the Union be denied.

Case # Local 357, Los Angeles, California, and
 11-71-6378 Consolidated Freightways

P & D For and on behalf of: Al Kaz. On August 1/71 after the Company
 Dispute went through the complete seniority for their 6th day, they refused
 me the right to work the 7th day and worked a junior man 12 hours.
 I am requesting 12 hours in the amount of \$132.48.

DECISION: (Committee Local Operations-Transcript Pgs.232-246/ 11-17-71)
M/m/s/c/ based on the facts presented in these cases, the claim of the Union be denied
 in Cases #6378, 6382 and 6384.

Note: Cases #11-71-6378, #11-71-6382, and #11-71-6384 were heard together.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and
11-71-6379 Consolidated Freightways

P & D For and on behalf of: Richard Hall. The emergency call back
Dispute was supposed to be for 1230 hours. I feel my seniority was violated
by this unorganized call back. I am requesting 8 hours pay in the
amount of \$63.76 for July 31, 1971.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
11-71-6380 Consolidated Freightways

P & D For and on behalf of: Lorn Ellico. I feel the Company owes me
Dispute all monies due me (\$85.36) I would have worked this and earned if
only given the chance to accept it and give us all equal rights on
the dock.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
11-71-6381 Consolidated Freightways

P & D For and on behalf of: Lorn Ellico. On July 31/71 the Company called
Dispute in an emergency shift at 12:30 in the afternoon. I was not called
in and junior man, Keith Baumberger was given the choice to work
either Saturday or Sunday.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
11-71-6382 Consolidated Freightways

P & D For and on behalf of: Emil Bent. On August 1/71 after the Company
Dispute went through the complete seniority for their sixth day, they refused
me the right to work the seventh day and worked junior man, Cornell
Luper, 12 hours. I am requesting 12 hours pay for August 1/71
in the amount of \$132.44.

DECISION: The decision in Case #11-71-6378 applies.

Case # Local 357, Los Angeles, California, and
11-71-6383 Consolidated Freightways

Office Case #SC-9-1-9172: For and on behalf of: Diane Sorensen.
Dispute On Saturday, June 26/71 and July 3/71, Mike Morressey, who is
classified as a Biller, was called to work. His primary duty was
that of a verifying clerk. My classification is Clerk-Typist, however,
for the past three weeks I have been working as a verifying clerk
during the day. I feel that any overtime in that classification should
be awarded to the person who does this work daily and not on a part-
time basis.
Case #SC-9-1-9173: Similar case.

DECISION: (Committee Local Operations-Transcript Pgs.290-304/ 11-18-71)
M/m/s/c/ based on the fact that the work performed was and is presently being per-
formed by Billing Clerks is incidental to their normal duties, the claim of the Union
is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-71-6384 Local 357, Los Angeles, California, and Consolidated Freightways

P & D For and on behalf of: Peter Tomaz. Violation of seniority on August 1/71. On one of the same occasions when a 7th day is open
Dispute for bidding I was denied privilege of working on said day. Junior men were allowed to work 12 hours on said day. I am requesting 12 hours in the amount of \$129.24 for August 1, 1971.

DECISION: The decision in Case #11-71-6378 applies.

Case # 11-71-6385 Local 357, Los Angeles, California, and Consolidated Freightways

Office Case #SC-9-1-9163: For and on behalf of: Steven D'Amario.
Dispute On June 30/71, I called the Company at 6:00 a.m. and advised them I would be late. I spoke to Vern Cotton. His response was, OK Steve. I attended a hearing regarding unemployment benefits. At 10:45 a.m. I phoned Mr. Crumb and advised him I was available for work. He said you cannot come to work because of a Company rule that if a contractual employee is over 30 minutes late, he cannot work on that day. On June 15/71, the Company allowed Jack Lynch, a Rate Clerk, to work after he had punched in 33 minutes past his starting time. I am requesting pay for 8 hours in the amount of \$39.20.

Case #9164: For and on behalf of: William R. Bolshaw.

Case #9165: For and on behalf of: William R. Bolshaw.

Case #9166: For and on behalf of: Doris Ferguson.

Case #9169: For and on behalf of: John D. Lynch.

Case #9170: For and on behalf of: Patricia Nelson.

Case #9171: For and on behalf of: Mildred Siskowski.

Case #9174: For and on behalf of: Diane Sorensen.

Case #9175: For and on behalf of: Diane Sorensen.

Case #9177: For and on behalf of: Eleanor Snyder.

Case #9178: For and on behalf of: Michael Yetter.

The above are similar cases as in Case #SC-9-1-9163.

DECISION: (Committee Local Operations-Transcript Pgs.306-313/ 11-18-71)
M/m/s/c/ that the claim of the Union be upheld.

Note: Cases #11-71-6385 and #11-71-6386 were heard together.

Case # 11-71-6386 Local 357, Los Angeles, California, and Consolidated Freightways

Office For and on behalf of: Eleanor Snyder. On May 12/71 I had a dental
Dispute appointment and advised Supervisor I would be late more than 30 minutes, and the work rule for office employees would not allow it. On May 19, 20, and 26, 1971, I had to report for jury duty or be in contempt of court. After advising my supervisor, I was told not to report to work on these dates because I would be in violation of the work rule, even though other employees (Del Butler) was on jury duty prior to work rule and she received full pay. My claim is in the amount of \$148.80 - 32 hours.

DECISION: The decision in Case #11-71-6385 applies.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
 11-71-6387 East Texas Motor Freight

Office For and on behalf of: Leo Horsington. I was called back for one
 Dispute month for temporary work to fill in for vacations. I rejected tem-
 porary work due to present job as I was offered no permanent work
 with ETMF. Later I received termination stating I was terminated
 as of July 15, 1971, for failure to report to work when called back
 from layoff. At no time since my layoff have I received an offer
 for permanent work from ETMF.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
 11-71-6388 O.N.C. Motor Freight System

P & D For and on behalf of: Local 357. O.N.C. bid multiple bid classi-
 Dispute fications on their annual bids. The Local Union does not protest
 their right to bid this way, we are protesting the way the Company
 assigned work in multiple jobs.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
 11-71-6389 Transport Clearings

Office For and on behalf of: Anna Chang. A few girls of Transport Clearings
 Interpre- were laid off. As of last Monday, August 16, 1971, one of the girls
 tation (Marilyn Woods) who has less seniority than I, was called back
 for work as a file clerk. I am filing this grievance and claim the
 earnings Marilyn Woods worked since August 16, 1971 through
 August 20, 1971.

DECISION: (Committee Local Operations-Transcript Pgs. 315-316/ 11-18-71)
 M/m/s/c/ that the case be referred back to the Southern California Joint State Com-
 mittee for hearing on its merits.

Case # Local 357, Los Angeles, California, and
 11-71-6390 Transcon Lines

P & D For and on behalf of: Edward Pollard. Violation of seniority. On
 Dispute August 29/71, Company worked Clyde Pryott in my stead as a route
 clerk. I am requesting all monies earned by Clyde Pryott on 8-29-71.

DECISION: (Committee Local Operations-Transcript Pgs. 139-145/ 11-17-71)
 M/m/s/c/ that based on the facts presented, the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and
11-71-6391 Transcon Lines

P & D For and on behalf of: Herbert Anderson. On September 4/70, I
Dispute disqualified myself from the yard because of medical reasons. Since
that time this problem has been corrected. On July 27/71, I went
to Mr. Davis with Ed Pollard, acting Steward on the day shift and
requested to requalify for the yard. Mr. Davis told me at that time
that there had been a new Company rule whereas anybody disqualify-
ing themselves from the yard could never requalify.

DECISION: (Committee Local Operations-Transcript Pgs.146-156/ 11-17-71)
M/m/s/c/ that the claim of the Union be allowed, and that all monies due starting from
August 10, 1971 forward be allowed upon a check of the records.

Case # Local 357, Los Angeles, California, and
11-71-6392 Transcon Lines

Office For and on behalf of: Rose Robinson. The Department of Human
Dispute Resources offered to bond Rose Robinson in the amount of \$10,000
in keeping with the decision of Case #SC-6-1-8634, June 9/71.
Transcon Lines vs Rose Robinson. The Company refused to abide
by the ruling by refusing the bonding offered by the State.

DECISION: (Committee Local Operations-Transcript Pgs.157-165/ 11-17-71)
M/m/s/c/ that if Rose Robinson furnishes a bond in accordance with Article 11, that
she be returned to work and shall receive no reimbursement for monies lost.

Case # Local 357, Los Angeles, California, and
11-71-6393 Transcon Lines

P & D For and on behalf of: Edward Pollard. Violation of seniority. The
Dispute Company has repeatedly refused to let me work premium overtime
as a checker loader until July 7/71 by vidating my seniority I am
requesting the Local Union to investigate all premium time worked
by junior men to myself.

DECISION: (Committee Local Operations-Transcript Pgs.166-167/ 11-17-71)
M/m/s/c/ that the case be referred back to the Southern California Joint State Committee
for the hearing on its merits.

Case # Local 357, Los Angeles, California, and
11-71-6394 Yellow Freight System

P & D For and on behalf of: Raymond Carrillo. Reason for filing this
Dispute claim is for all monies and seniority due me from Yellow Freight
since January 4, 1971. I have worked a total of 98 days out of 130
days (working days). I filed an application in early March and took
a physical then. Yellow Freight refused to hire me only because of
my eyesight, but has continued to use me on request since then.

DECISION: (Committee Local Operations-Transcript Pgs.384-397/ 11-18-71)
M/m/s/c/ that based on the facts presented Mr. Raymond Carillo be placed on the
seniority list as of July 1, 1971; and that any potential claims for money are denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
11-71-6395 Yellow Freight System

P & D For and on behalf of: Joe Del Toro. Claim for workarround on a
Dispute premium day. Claim is for work performed by a junior man on
Sunday, June 6, 1971.

DISPOSITION: Postponed.

Case # Local 431, Fresno, California, and
11-71-6396 California Motor Express

P & D Union asks that Company place Boyd, Lemos, and Frickey on the
Dispute seniority list and all benefits be paid. Men are paid regular rate.
Company claims men are lumpers and are paid broken time rate.
Men also work for other companies.

DECISION: (Committee Local Operations-Transcript Pgs.261-270/ 11-17-71)
M/m/s/c/ that the Armstrong Rubber account at Hanford is, in fact, a "House Account",
and Ed Boyd has a seniority date of 2-1-71.
Mr. Lemos has a seniority date of 7-6-71. Further, James Frickey has no claim.
There shall be no money claim by virtue of this decision.

Case # Local 431, Fresno, California, and
11-71-6397 O.N.C. Motor Freight System

P & D Union requests 8 hours overtime pay for senior man when Company
Dispute used line driver to load three vans at Fresno dock July 31, 1971.

DECISION: (Committee Local Operations-Transcript Pgs.332-337/ 11-18-71)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 533, Sparks, Nevada, and
11-71-6398 Consolidated Freightways

P & D Union claims 13-1/2 hours pay at time and one-half on July 29,30,
Dispute for John Rogers. Union claims on July 29, 1971, due to an accident,
the Company sent the wrong man on this job. John Rogers bid the
job and does all of this work.

DECISION: (Committee Local Operations-Transcript Pgs.279-283/ 11-18-71)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 692, Long Beach, California, and
11-71-6399 Pacific Motor Trucking

P & D Local 692 is requesting four days pay for Mr. Strickland. Company
Dispute denied payment on September 7, 1971.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-71-6400 Consolidated Freightways

P & D Claiming workaroud pay for the following men when casuals were
Dispute called to work ahead of them: On September 8/71 - 1-1/2 hours
each at the overtime rate for K. J. Gray, Alvin L. Johnson, and
John Pisac. On September 15/71, one hour at the overtime rate
for Alvin L. Johnson. On September 14/71, one hour at the over-
time rate for S. L. McClain.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
11-71-6401 Consolidated Freightways

P & D Local 741 requests workaroud pay under Article 50, Section 10
Dispute of the WSA, PUD Supplement in the amount of 2-1/2 hours at the
overtime rate for Frank Matlock on July 19/71 - 1-1/2 hours at
the overtime rate for John Pisac on July 23/71 and 1-1/2 hours
at the overtime rate for Gordon Sandman on July 28/71 when in
these instances casual employees were called in ahead of the above
named men who are 20% employees.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
11-71-6402 O.N.C. Motor Freight System

P & D Local 741 requests O.N.C. pay local qualified senior employee on
Dispute 6:00 p.m. shift, overtime in the amount of time peddle run driver
from Tacoma did local hostling work at Seattle terminal on other
than own equipment.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
11-71-6403 Silver Eagle Company

P & D This is direct violation of four and eight hour guarantee for
Dispute "casuals" and was filed within the 45 days after finding out about
the violations.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
11-71-6528 Shipper's Express

P & D Union claims seniority violation for Joseph Van Hees and asks
Dispute compensation for all monies lost.

DISPOSITION: Postponed.

Case # Local 439, Stockton, California, and
11-71-6530 T.I.M.E., DC. Inc.

P & D Line driver doing local work. Union claims one day's pay.
Dispute Union claims sleeper team doing local work and asks for two day's
pay.

DECISION: (Committee Local Operations-Transcript Pgs.339-341/ 11-18-71)
M/m/s/c/ that the claim of the Union be allowed.

REQUESTS TO THE J.W.A.C. FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case # 11-71-6404	L-936	<u>JAMES E. CARL</u> , member of Local 357, Los Angeles, Calif. Employee of Superior Fast Freight. Request is for a period of 90 days, effective July 26, 1971, for the purpose of working for Management in the capacity of a Salesman.
	L-937	<u>ALEXANDER ESCOBOZA</u> , member of Local 692, Long Beach, California. Employee of Winter Wolf Company, Inc. Request is for a period of 90 days, effective July 26, 1971, for the purpose of trial period to become a Business Representative of the Local Union.
	L-938	<u>GRANT E. FAWCETT</u> , member of Local 357, Los Angeles, Calif. Employee of Milne Truck Lines, Inc. Request is for a period of 90 days, effective August 10, 1971, for the purpose of trying out for a Supervisor's position.
	L-939	<u>RICHARD K. GOODWIN</u> , member of Local 542, San Diego, Calif. Employee of Imperial Truck Lines. Request is for a period of 90 days, effective August 1, 1971, for the purpose of applying for the position of Dispatcher.
	L-940	<u>HARVEY STANLEY</u> , member of Local 396, Los Angeles, Calif. Employee of Moore Business Forms, Inc. Request is for a period of ten (10) working days, effective August 16, 1971, for the purpose of taking a position outside the bargaining unit (Dispatcher) with the Company.
	L-941	<u>WALLACE HULSE</u> , member of Local 631, Las Vegas, Nevada. Employee of Douglas Oil Co. of California. Request is for a period of 28 days, effective September 13, 1971, for the purpose of placement in a non-covered position.
	L-942	<u>HANS J. MUELLER</u> , member of Local 741, Seattle, Wash. Employee of O.N.C. Motor Freight System. Request is for a period of 90 days, effective September 27, 1971, for the purpose of performing Supervisory work and Dispatching at above company in Seattle terminal.
	L-943	<u>JAMES L. WILLIAMS</u> , member of Local 357, Los Angeles, Calif. Employee of Shippers Encinal Express, Inc. Request is for a period of 90 days, effective October 11, 1971, for the purpose of becoming a Dock Supervisor.

(Continued on Following Page)

REQUESTS TO THE J. W. A. C. FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case #
11-71-6404

L-944 RALPH L. LANDRY, member of Local 208, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of 90 days, effective October 15, 1971, for the purpose of trying out for a non-classified position.

L-945 JOHN MARTIN, member of Local 208, Los Angeles, Calif. Employee of Kerner Trucking Service, Inc. Request is for a period of 90 days, effective October 18, 1971, for the purpose of accepting a non-covered Supervisory position.

L-946 LIONEL M. RAMIREZ, member of Local 208, Los Angeles, California. Employee of Midas Lines, Inc. Request is for a period of 90 days, effective September 20, 1971, for the purpose of working in office as Dispatcher, a Supervisory position.

DECISION: (Committee Local Operations - Transcript Pg. 401/ 11-19-71)
M/m/s/c/ that the Leaves of Absence be approved.

MAIN COMMITTEE

DISCHARGES

WARNING LETTERS

THESE CASES APPEAR IN NUMERICAL ORDER

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O. N. C. Motor Freight System, and
11-9-4964 Locals: 208, Los Angeles, California
224, Los Angeles, California
357, Los Angeles, California

Request O. N. C. Motor Freight System petitions the Joint Western Area
For Committee to grant the Company relief from the November 1969
Relief decision handed down in JWAC Case #11-9-4964.

DECISION: (Main Committee - Transcript Pg. 564 - 11/19/71)
M/m/s/c that at such time as a Western States Special Commodities Contract is negotiated and approved O. N. C. shall have the opportunity to be covered by such Special Commodities Contract provided they meet the qualifications of such agreement and at that time the cease and desist decision of this Committee shall be removed.

Case # Local 146, Colorado Springs, Colorado, and
5-70-5231 Rio Grande Motor Way, Inc.

P & D Daniel Jardon states: I am claiming 2 1/2 hours premium pay
Dispute for March 4, 1970 when Robert Graham who is a twenty per-
center was called in ahead of me.

DISPOSITION: Postponed.

Case # Local 146, Colorado Springs, Colorado, and
5-70-5232 Rio Grande Motor Way, Inc.

P & D Richard H. Polage states: On February 26, 27, and March 5th,
Dispute Bob Graham was asked by Bob Harbeke to come to work at 4:30
A.M. On February 26th, 6:00 A.M. on February 27th, and 5:00
A.M. on March 5th. These are not regular shifts and would be
considered premium times. I am time slipping for this time -
2 1/2 hours on February 26th, 1 hour on February 27th and 2
hours on March 5th at time and one-half.

DISPOSITION: Postponed.

Case # Local 146, Colorado Springs, Colorado, and
5-70-5233 Rio Grande Motor Way, Inc.

P & D Richard Polage states: I am claiming 2 hours premium pay for
Dispute March 6, 1970 and 2 hours premium pay for March 10th, when
Robert Graham who is a twenty percenter was called in ahead
of me.

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon, and
11-70-5592 McCracken Brothers Motor Freight

O-T-R Local 81 is disputing the Company's violation of the short line
Dispute agreement. This dispute is filed on behalf of Robert G. Carnes
and we are asking for 3 1/2 hours on July 12, 1970, and three
hours on July 19, 1970 for the same short line violation.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-71-5796 All-Trans Express

Master Company is paying line scale on certain runs, claims is true
Dispute short line and should be paid as such.

Company contends they are being penalized unfairly, and that
the true scale should be short line.

DISPOSITION: Postponed.

Case # Local 57, Eugene, Oregon, and
2-71-5828 Trans-Western Express

Warning Local 57 is protesting the warning letter issued to Charles
Letter Imus on December 16, 1970.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
2-71-5856 Hopper Truck Lines

Sub- For and on behalf of: Carl Stanoyevic. Violation of Article 32,
Contracting Section 1.

Hopper Freight Lines has been farming out freight while laid
off employees are laid off and not working. We feel that we
should have first choice on the freight that is sub-contracted
to G.I. Trucking, G & H Trucking and Bott Trucking, Same
Day Delivery Service and others. We are asking for all back
pay while Hopper is sub-contracting freight.

DISPOSITION: Withdrawn.

Case # Local 357, Los Angeles, California, and
2-71-5857 O. N. C. Motor Freight System

Sub- For and on behalf of: Carl Stanoyevic and employee members.
Contracting Violation of Article 32, Section 1.

O. N. C. has been farming out freight while men are on layoff
status. We feel we should have first choice on the freight that
is sub-contracted to G. I. Trucking, G & H Traucking, Bott
Trucking and Same Day Delivery Service and others.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Inland Cities Express
2-71-5861 Sackett Transportation Company, and
Local 467, San Bernardino, California

O-T-R Description of case being filed: This matter originally filed by
Dispute Union on November 19, 1970 (#2-71-5861) regarding claim that
Clarification Company's men were losing wage entitlement because of Company's
Change of Operations from Riverside Bay Area run.

DECISION: (Main Committee - Transcript Pg. 589 - 11/19/71)
M/m/s/c that the pay claim be settled in the amount of \$1,850 as a recommendation
of the subcommittee and the Company would meet with the Union to determine the
distribution of the moneys and the issuance of the checks.

Case # Local 741, Seattle, Washington, and
5-71-5962 Silver Eagle Company

P & D Company takes the position they can start their Local pickup
Dispute and delivery and dock help at any place of their choice.

We claim due to the fact that their terminal is 22 miles from
Seattle that drivers or helpers should be compensated from that
point.

DECISION: (Main Committee - Transcript Pg. 589 - 11/19/71)
M/m/s/c that the number of men reporting to the presently established location in
Seattle may continue to do so.

Case # Local 81, Portland, Oregon, and
5-71-5983 Ringsby Pacific, Ltd.

O-T-R Local Union No. 81 is protesting the Company's use of leased
Dispute equipment in and out of Portland.

DISPOSITION: Postponed.

Case # Local 180, Los Angeles, California, and
5-71-5992 Transcon Lines

O-T-R Local 180 takes the position that Davis and Creed are entitled
Dispute to 5 hours pay at \$4.37 per hour, a total of \$21.85 for each man.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
5-71-6010 Transcon Lines

O-T-R Union claims abuse of free time. Grievants arrived in Toledo
Dispute at 0330 October 21, and were not dispatched until 0300 October
23. A Bay Area team was dispatched from Detroit via Cleveland,
with a half set for the Bay Area and an empty. They dropped the
empty and picked up another half set for the Bay Area. The griev-
ants were held in Toledo until a full set materialized for the Bay Area.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 190, Billings, Montana, and
5-71-6057 Garrett Freightlines

Warning Letter Local 190 requests warning letter be withdrawn issued to James E. Davis, February 16, 1971.

DISPOSITION: Withdrawn.

Case # Local 190, Billings, Montana, and
5-71-6058 Garrett Freightlines, Inc.

Warning Letter Local 190 requests the warning letter dated January 25, 1971 to Vic Bachmeier be withdrawn.

DISPOSITION: Withdrawn.

Case # Local 208, Los Angeles, California, and
5-71-6060 Milne Truck Lines, Inc.

Warning Letter Alleged accident was caused by faulty equipment and not the negligence of the operator and request that Company remove this warning notice issued March 1, 1971 to Willard Bolter.

DISPOSITION: Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
5-71-6061 Pacific Intermountain Express

Warning Letter The Union protests the warning notice issued Donald C. Wescom on January 5, 1971.

DISPOSITION: Withdrawn.

Case # Local 17, Denver, Colorado, and
8-71-6157 Rio Grande Motorway, Inc.

Warning Letters Jim Davis and Tom Snedeger were given letters for going home after the shift was over, after signing the list stating they did not want to work overtime on Thursday, February 25th which gave them the 8 hours notice they needed. Also the five or six men laid off that day. Also, Davis and Snedeger were the two men out of eight who went home who received letters.

DISPOSITION: Postponed.

Case # Local 439, Stockton, California, and
8-71-6173 Delta Lines

P & D Dispute Union claims line driver arrived in terminal and was redispached to Port of Stockton to pick up another train. Union claims driver went to terminal and it becomes local work.

Company claims the Oakland short line driver went to Modesto, then to Stockton terminal, and then proceeded to the Port of Stockton, picked up a load and continued on to Oakland.

DECISION: M/m/s/c this Committee will retain jurisdiction (Main Committee)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 57, Eugene, Oregon, and
8-71-6183 McCracken Bros. Motor Freight

O-T-R Local 57 is in dispute with McCracken Bros. Motor Freight
Dispute over their running double turns to Portland on the short line
hourly rate.

DISPOSITION: Postponed.

Case # Local 104, Phoenix, Arizona, and
8-71-6192 Cantlay & Tanzola

Tanker It was mutually agreed between the parties that the decision in
Dispute Case #T-120-1958 will settle the following cases:

T-120-1959, T-110-1908, T-110-1925, T-110-1926, T-110-1927,
T-110-1928, T-110-1929, T-110-1930, T-110-1931, T-110-1932,
T-110-1933, T-100-1880, T-100-1883, T-100-1885, T-100-1886,
T-100-1895, T-100-1896, T-100-1897.

DECISION: (Main Committee - Transcript Pgs. 200-210/ 11-16-71)
M/m/s/c the claim for Kenneth Knight be allowed in the amount of four hours.

Case # Local 104, Phoenix, Arizona, and
8-71-6193 Milne Truck Lines, Inc.

Interpre- Money claims for Clyde Bates and William Holly, April 27 and
tation 28, 1971.

Robert Perrine, for the Union, claims that through movement of
freight constitutes long line work to be paid at the line rate.
The loads were picked up 77 miles from Phoenix by employees
junior to drivers Holly and Bates, and the loads moved through
the terminal in Phoenix. The Company knew of the dispatch two
hours in advance.

DECISION: (Main Committee - Transcript Pgs. 230-235/ 11/17/71)
M/m/s/c based on the Joint Council 71 Short Line Rider currently in effect the claim
of the Union be upheld.

Case # Local 104, Phoenix, Arizona, and
8-71-6194 Western Gillette, Inc.

O-T-R Money claim for Virgil Rogers, April 14, 1971.
Dispute

DISPOSITION: Postponed.

Case # Local 137, Marysville, California, and
8-71-6195 Pacific Motor Trucking

O-T-R Union claims non-bargaining employees were used to deliver
Dispute freight from the terminal.

Company claims the customer was on strike and Company used
non-bargaining employee to drive the truck and deliver the load.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
 8-71-6204 Krown Transportation

Master Paul C. Fuery claims monies due him for spending time in jail
 Dispute as a result of Company ignoring citation issued for owner's
 responsibility.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
 8-71-6205 Consolidated Freightways

O-T-R Local 222 is claiming the 15 minutes fuel time at outside vendors
 Dispute per Company letter of April 14, 1971, in behalf of all line drivers
 at Salt Lake City, Utah.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
 8-71-6211 Dart Transportation Service

O-T-R Local 224 on behalf of Max Meier and all affected drivers,
 Dispute requests the committee to instruct the Company to award all
 the bid runs which in the past have been bid and awarded.

DISPOSITION: Postponed.

Case # Local 224, Los Angeles, California, and
 8-71-6215 Pacific Intermountain Express

O-T-R Local 224 on behalf of all the drivers affected at P.I.E. requests
 Dispute the Company to comply with Article 60, Section 2, of the Over-
 The-Road Supplement.

DISPOSITION: Postponed.

Case # Local 467, San Bernardino, California, and
 8-71-6221 California Motor Express, Ltd.

O-T-R Local 467 on behalf of all affected members protests the Company
 Dispute establishing bid runs from San Francisco to Los Angeles and
 Colton without going through a Change of Operations or contacting
 Local 467.

DISPOSITION: Settled and Withdrawn.

Case # Local 468, Oakland, California, and
 8-71-6222 Garrett Freightlines, Inc.

O-T-R Money claim as of March 3, 1971 and April 16, 1971 for George
 Dispute M. Hays. Grievant claiming one-half hour for dropping mail at
 both Sacramento and Reno.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-71-6224 Pacific Intermountain Express

Master Retention of Maintenance of Standards. Union states that
Dispute Company had lockers for line drivers. The Company arbitrarily
removed same. Union requests they be reinstalled.

DISPOSITION: Postponed.

Case # Local 492, Albuquerque, New Mexico, and
8-71-6226 Navajo Freight Lines, Inc.

Master Glenn Jones, for the Union, requested that the Company make
Dispute arrangements to provide suitable and adequate parking space for
employees' automobiles. The parking previously available was
on Santa Fe Railroad property; the claim is that the Company is
responsible to provide parking as is done in Los Angeles and
Kansas City.

DISPOSITION: Postponed.

Case # Local 692, Long Beach, California, and
8-71-6231 Lodi Truck Service

O-T-R Case #SC-6-1-8724: Local 692 is requesting the committee
Dispute to instruct Lodi Truck Service to properly compensate our
member, Harold Murphy, for 40 miles which he was shorted
during the week of March 22, to March 27, 1971, when he made
two trips to San Leandro.

Case #SC-6-1-8725: Local 692 is requesting pay for 96 miles
for our member, Harold Murphy, for the week of March 28, 1971
through April 3, 1971.

DISPOSITION: Postponed.

Case # Local 741, Seattle, Washington, and
8-71-6232 Ringsby-United

O-T-R The Local Union claims that Ringsby leasors are delivering miscell-
Dispute aneous groceries, etc., to multiple drops in the Seattle area with-
out going through the terminal.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
8-71-6245 Wescartage Company, Inc.

Discharge Local 208, on behalf of Walter McKiernan, protests termination
of May 12, 1971. Request is that he be returned to work with no
loss of seniority and compensated for all time lost.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-71-6258 Yellow Freight System

Warning Anthony Monteverde protests warning letter dated March 22,
Letter 1971 for alleged bad conduct at Kwikset Lock, one of Yellow
Freight's shippers.

DISPOSITION: Postponed.

Case # Local 883, Hood River, Oregon, and
8-71-6297 Silver Wheel Freightlines

O-T-R Local 883 is in dispute with the Company over the method of
Dispute paying Giles Thornton.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-71-6405 Ringsby United.

O-T-R Case #3: Local 17 is filing for a day's pay on behalf of the
Dispute next laid off man at Ringsby United because the Company is
using leasers to do our work on April 29, 1971. Pay claim
is for \$38.56.

DISPOSITION: Postponed.

Case # Local 57, Eugene, Oregon, and
11-71-6406 Widing Transportation, Inc.

Interpre- Dispute over which tank contract is applicable to Widing's
tation Eugene operation.

DISPOSITION: Postponed.

Case # Local 70, Oakland, California, and
11-71-6407 Garrett Freightlines

O-T-R Jurisdictional claim. Local 70 claims one day's pay for a
Dispute Local 70 man when Local 468 short line driver performed work.

DECISION: (Main Committee - Transcript Pgs. 332-334/ - 11/17/71)
M/m/s/c the claim of the Union be denied.

Case # Local 70, Oakland, California, and
11-71-6408 Pacific Motor Trucking

O-T-R Local 70 claims line drivers performing Local 70 work. Union
Dispute claims that practice cease and claim pay for a Local 70 employ-
ee when these violations occur. That Line drivers are making
and breaking sets on week ends and that this is local work.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
11-71-6409 Sealand Services

Master Claim by the Local Union for a day's pay for each employee
Dispute for each day they were laid off from July 1, 1971. Union claims
they were illegally laid off.

DECISION: M/m/s/c this Committee will retain jurisdiction (Main Committee)

Case # Local 70, Oakland, California, and
11-71-6410 Transcon Lines

Master Union requests that no employee be required to have a picture
Dispute taken and/or to wear a badge for identification. Union feels that it
is unfair to require employees to wear identification badges with
pictures on them, which the Company provides.

DECISION: (Main Committee - Transcript Pgs. 497-502/ - 11/19/71)
M/m/s/c that the identification as required by the Company be approved, and if
there is any abuse it is subject to the grievance procedure.

Case # Local 70, Oakland, California, and
11-71-6411 Western Gillette

O-T-R Union claims that Line men performed Local 70 work. Union
Dispute requests eight hours pay at time and one half, to be paid to two
(2) Local 70 employees who should have performed this work.
Union says on August 14, 1971, line drivers left the yard be-
tween 8:00 A. M. and 5:00 P. M., and no hostlers were on duty.

DISPOSITION: Withdrawn.

Case # Local 70, Oakland, California, and
11-71-6412 Western Gillette

O-T-R Union claims pay for Local 70 man on Saturday, August 14th, when
Dispute Line Drivers performed local work. Union requests pay for a Local
70 man at time and half rate.

DISPOSITION: Withdrawn.

Case # Local 70, Oakland, California, and
11-71-6413 Western Gillette

O-T-R Claim of Local 70 that Line men performed work belonging to
Dispute Local 70 employees. Requests eight hours at time and one-half
(1 1/2) be paid to the Local 70 employees who should have per-
formed this work. Six sleeper teams departed the Oakland terminal
on Saturday, August 21, 1971. They claim that no local hostler was
on duty.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-71-6414 Garrett Freightlines, Inc.

O-T-R Garrett Freightlines is in dispute with Local 81 over jointly
Dispute logging mileages between Portland, Oregon and Reno, Nevada.

DISPOSITION: Withdrawn.

Case # Local 81, Portland, Oregon, and
11-71-6415 Pacific Intermountain Express

O-T-R Local 81 is in dispute with P. I. E. on behalf of Gerald Pepper,
Dispute due to the cancellation of two Yreka bid runs during the last
annual bid.

DECISION: (Main Committee - Transcript Pgs. 549-563/ - 11/19/71)
M/m/s/c this case be referred back to the parties.

Case # Local 81, Portland, Oregon, and
11-71-6417 Pacific Intermountain Express

O-T-R Local 81 is in dispute with P. I. E. over their not paying one-half
Dispute hour check time to Gerald Pepper on June 1, 1971.

DISPOSITION: Postponed.

Case # Silver Eagle Company, and
11-71-6418 Locals: 81, Portland, Oregon
58, Longview, Washington
741, Seattle, Washington

Short Line The Company desires to discontinue the practice of utilizing
Dispute the long line singleman drivers classification on a regular
basis between Portland and Seattle and to augment the utiliza-
tion of short line classification between Portland and Seattle
and Portland and Tacoma.

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon, and
11-71-6419 Silver Eagle Company

Interpre- Local Union No. 81 is in dispute with the Company over their
tation violation of Article 54, Section (e) (Over-the-Road Supplemental
Agreement) utilizing short line to move freight on a through bill
of lading on both legs of a short line run. This occurred on July
16, 1971 to driver Sanders.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
 11-71-6420 Silver Eagle Company

Short Local 81 is in dispute with Silver Eagle for paying short line
 Line scale rather than mileage rate on established runs.
 Dispute

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon, and
 11-71-6421 Silver Wheel Freightlines

O-T-R Local Union No. 81 is in dispute with Silver Wheel Freightlines
 Dispute over Article 51, Section 6, of the Western States Area Over-the-Road Supplemental Agreement. The Union contends that when a set of triples leaves Portland, the driver should be paid that rate until his point of lay. For an example, when a driver leaves Portland for Spokane and drops one of the three boxes in The Dalles, he should be paid triple rate of pay for the whole dispatch.

The Company contends that the drivers should be paid only for the actual miles they pull triples and doubles for the miles they pull doubles.

DISPOSITION: Withdrawn.

Case # Local 81, Portland, Oregon, and
 11-71-6422 United Buckingham Freightlines

O-T-R The Union contends that Mr. Van Eaton on August 8, 1971, pulled
 Dispute Lewiston to Colfax to Pullman - Pullman to Lewiston - Lewiston to Portland. He was paid mileage and work time and should have been paid Lewiston to Pullman to Colfax and return to Lewiston on one division and from Lewiston to Portland on a separate division for mileage and work time.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
 11-71-6423 Widing Transportation Co.

Tanker The Union contends that November 17, 1971, the Union sent a
 Dispute letter to Neil Broady and Widing Transportation stating that at that time they were in violation of the contract by merger of the St. John's, Everett's and Widing Transportation. At the time of the merger the Company arbitrarily changed the rates of the men depriving them of a good deal of money and because St. Johns and Widing did not have parallel right, Dean Brumet was deprived of running to California and deprived of his earning power. The Union is asking that the Company pay Mr. Brumet back pay from June 30, 1971 through November 1, 1970.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
11-71-6424 Consolidated Freightways

Master At the present time Consolidated Freightways has a two-day
Dispute holdback each pay period for our employees that are members
of Local 85. It is our intention to increase this holdback to five
days in order to process this payroll through our centralized
computer.

DECISION: (Main Committee - Transcript Pgs. 281-282/ -11/17/71)
M/m/s/c the request of the Company be allowed.

Case # Local 85, San Francisco, California, and
11-71-6425 Interstate Motor Lines

Interpre- Unions request interpretation of National Master Freight Agree-
tation ment, Article 5. Transfer of work.

DISPOSITION: Settled and Withdrawn.

Case # Local 87, Bakersfield, California, and
11-71-6426 Special Service Transportation Corp., Ltd.

Master Union on behalf of the Company employees protests seniority
Dispute application by the Company.

Union claims they had a meeting with the men and the Company
had a common board. Men feel they should have option of working
freight or papers.

DECISION: (Main Committee - Transcript Pgs. 211-224/ - 11/16/71)
M/m/s/c that based on the facts separate seniority lists be maintained for Special
Service and Golden West as established and set forth on August 4, 1971.

Case # Local 146, Colorado Springs, Colorado, and
11-71-6427 Navajo Freight Lines, Inc.

O-T-R John H. Patterson states: On Friday, June 18, 1971, road
Dispute driver was delivering freight in Pueblo, Colorado at Economy
Tire, 215 No. Santa Fe on Navajo Freight bill #09005695 B with
Tractor #4376, and reefer trailer #N-77. Also dropped Trailer
#77 at Pueblo terminal and picked up loaded Trailer #E-1230.
I was off work Friday, June 18, 1971 because I was told there
was no work for me that day.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
11-71-6428 Illinois-California Express

O-T-R Local 180 on behalf of Albert Daeley files this claim under the
Dispute runaround provision of the contract for 25 hours pay at the rate of \$5.10 per hour, a total of \$127.50. Daeley was not called during call time on July 23, 1971. He was finally called at 6:30 A.M. on July 25, 1971 and reported and departed for Salt Lake City at 8:30 A.M. on July 25, 1971. The man behind Daeley on the extra board at time of his arrival in Los Angeles on July 23, 1971 was Livesay. Livesay was called and dispatched to Amarillo at 7:30 A.M. on July 24, 1971.

DISPOSITION: Postponed.

Case # Local 180, Los Angeles, California, and
11-71-6429 Navajo Freight Lines

O-T-R Local 180 is asking on behalf of R. Lewis and D. Fletcher and
Dispute all other drivers affected, that they be made whole for all monies lost on all trips - 45 days prior to the date of this claim (8-19-71), and for all trips hereafter. We are asking this due to the Company improperly reducing the mileage from Denver, Colorado to Los Angeles or vice versa due to new authority acquired by the Company.

DISPOSITION: Postponed.

Case # Local 180, Los Angeles, California, and
11-71-6430 Navajo Freight Lines

O-T-R On behalf of E. Martin and B. Stroud, Local 180 is requesting
Dispute that each man be paid a round trip to Kansas City and return from Los Angeles and six hours show-up time.

DECISION: (Main Committee - Transcript Pgs. 225-229/ - 11/16/71)
M/m/s/c based on the facts, that drivers Martin and Stroud be paid one-half of a round trip, Los Angeles to Kansas City and return.

Case # Local 180, Los Angeles, California, and
11-71-6431 T.I.M.E., DC. Inc.

O-T-R Local 180 takes the position that Berdahl is entitled to eight hours
Dispute pay at \$4.77 per hour, a total of \$38.16, less singleman mileage rate for 108 miles which the Union understands was paid pertinent to this claim.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
11-71-6432 T.I.M.E., DC. Inc.

O-T-R Local 180 is asking for and on behalf of all drivers affected, all
Dispute monies due them from July 1, 1971 forward, due to the Company not properly paying drivers when the mileage and hourly raise went into effect under the Supplemental Agreement as of July 1, 1971.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and
11-71-6433 Consolidated Freightways

Master Local 190 requests pay for packing for Fred Brockmeier.
Dispute

DECISION: (Main Committee - Transcript Pgs. 106-111/ - 11/16/71)
M/m/s/c based on the facts the claim of the Union be denied.

Case # Local 190, Billings, Montana, and
11-71-6434 Consolidated Freightways

Master Bob Carlson requests reimbursement for rent and storage
Dispute on furniture.

DECISION: (Main Committee - Transcript Pgs. 112-120/ 11/16/71)
M/m/s/c that the man be reimbursed for the amount that the Company paid in behalf of each of the other men.

Case # Local 190, Billings, Montana, and
11-71-6435 Consolidated Freightways

O-T-R Local 190 requests runaround pay for driver Gibbs on
Dispute September 19, 1971.

DECISION: (Main Committee - Transcript Pgs. 121-124/ - 11/16/71)
M/m/s/c the claim be allowed for the trip that was missed.

Case # Local 190, Billings, Montana, and
11-71-6436 Consolidated Freightways

O-T-R Local 190 requests runaround pay for Wally Torno on May
Dispute 27th and June 5, 1971.

DECISION: (Main Committee - Transcript Pgs. 125-132/ 11/16/71)
M/m/s/c the claim of the Union be denied and the parties be directed to sit down and work out an agreed running time for dispatch purposes.

Case # Local 190, Billings, Montana, and
11-71-6437 Ringsby - United

O-T-R Local 190 requests runaround pay for Paul Parent on September 7,
Dispute 1971.

DECISION: (Main Committee - Transcript Pgs. 90-95/ - 11/16/71)
M/m/s/c the claim of the Union be allowed for a Great Falls turn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
11-71-6438 Ringsby-United

O-T-R Local 190 requests runaround pay for Bob Robbennolt on
Dispute July 25, 1971.

DECISION: (Main Committee - Transcript Pgs. 96-105/ - 11/16/71)
M/m/s/c the claim of the Union be allowed.

NOTE: Cases #11-71-6438 and 11-71-6439 were heard together.

Case # Local 190, Billings, Montana, and
11-71-6439 Ringsby-United

O-T-R Local 190 requests runaround pay for Bob Robbennolt on
Dispute August 8, 1971.

DECISION: The decision in Case #11-71-6438 applies.

Case # Local 208, Los Angeles, California, and
11-71-6440 Santa Fe Trail Transportation Co.

Interpre- Seniority violation: Robert Borunda claims all monies due him
tation when the Company pulled Lyle Varner off of vacation and allowed
him to work a premium day, thereby preventing Borunda to exer-
cise his seniority to work 7-5-71, a holiday.

DECISION: (Main Committee - Transcript Pgs. 260-265/ - 11/17/71)
M/m/s/c where the workweek established by contract is Monday through Friday, the
vacation week shall be midnight Sunday to midnight Sunday. With respect to the Monday
holiday falling outside of the vacation period, the man is entitled to exercise his
seniority to bid for the work on the Monday holiday in accordance with the bidding
rules in effect.

Case # Local 222, Salt Lake City, Utah, and
11-71-6441 Consolidated Freightways

Interpre- Union requests an interpretation of Article 51, Section 3, of the
tation Over-The-Road Agreement.

The Union contends that when it has been necessary to deadhead
drivers from Salt Lake City to points in Wyoming or elsewhere,
the Company has utilized Company equipment (tractors and pass-
enger automobiles) to transport the drivers, even though there is
bus transportation available to the various points.

DECISION: (Main Committee - Transcript Pgs. 569-572/ - 11/19/71)
M/m/s/c based on the emergency conditions in existence at the time and the inade-
quate public transportation, the Company acted properly.

Case # Local 222, Salt Lake City, Utah and
11-71-6442 Garrett Freight Lines

Interpre- Local #222 request interpretation of Article 62, Section 5 of the
tation Western States Area Over-The-Road Motor Freight Supplemental
Agreement as it applies to the application of having 15% of the em-
ployees on vacation.

DISPOSITION: Company past practice shall continue.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
11-71-6443 Garrett Freightlines

O-T-R Salt Lake City-domiciled line driver (single man), I. M. Smith,
Dispute is claiming 2/10ths of an hour delay at Las Vegas, Nevada while
his reefer unit was being fueled by a service station attendant at
a service station.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
11-71-6444 Pacific Intermountain Express

Seniority Mohamad Rahimzadeh is a Salt Lake City service employee with
Dispute a seniority date of April 7, 1963. The Company terminated him
effective July 22, 1971 for his failure to return from an approved
leave of absence which ended July 21, 1971.

The Union contends that his failure to return from his leave as
scheduled was a result of personal illness and illness in his
family during their visit to Iran.

DECISION: (Main Committee - Transcript Pgs. 541-548/ - 11/19/71)
M/m/s/c that the man's seniority date is April 7, 1963.

Case # Local 224, Los Angeles, California, and
11-71-6445 Consolidated Freightways

O-T-R Local 224 on behalf of all affected drivers requests the committee
Dispute to instruct the Company to comply with Article 58, Section 1, of
the O. T. R. The Company has reduced the mileages on the Ashfork,
Phoenix, Sacramento, Desert Center runs.

DECISION: (Main Committee - Transcript Pgs. 565-568/ - 11/19/71)
M/m/s/c the Company shall continue to pay the previous mileage that was established
until the correct mileage is determined, and the parties are instructed to use the
official State maps to determine the mileage to these points.

Case # Local 224, Los Angeles, California, and
11-71-6446 East Texas Motor Freight System

O-T-R Local 224 on behalf of Bill Phagan claims 20 hours pay due to the
Dispute fact his dispatch was changed from a layover at Stockton to Sacra-
mento by Central Dispatch.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
11-71-6447 O. N. C. Motor Freight System

O-T-R Local 224 on behalf of Richard Klinger claims runaround on
Dispute August 6, 1971. The Company used a casual and never called
Klinger.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and
11-71-6448 Pacific Intermountain Express

O-T-R Local 224 on behalf of Albert L. John claims runaround pay
Dispute from June 16, 1971 through July 23, 1971. The Company
rejected his claim on August 13, 1971.

DECISION: (Main Committee - Transcript Pgs. 397-421/ - 11/18/71)
M/m/s/c based on the specific fact that the man had a valid physical clearance in
effect during the period of the pay claim, the claim be allowed. However, this
decision does not relate to the man's physical qualifications for driving at the
present time.

Case # Pacific Intermountain Express, and
11-71-6449 Local 224, Los Angeles, California

O-T-R Dispute on pay mileage - Los Angeles to Ashfork.
Dispute

DECISION: (Main Committee - Transcript Pgs. 508-518/ - 11/19/71)
M/m/s/c based on the provisions of Article 58, Section 1, the parties be directed
to go to the second step of the mileage determination procedure and get the latest
current State highway maps and that shall be the deciding figure.

Case # Local 224, Los Angeles, California, and
11-71-6450 Pacific Intermountain Express

O-T-R Local 224 on behalf of Albert Lloyd John claims 2-1/2 hours
Dispute pay for time spent taking I. C. C. examination. This time was
cut from his pay claim No. 128378, dated 6-9-71.

DISPOSITION: Settled and Withdrawn.

Case # Victorville-Barstow, and
11-71-6451 Local 224, Los Angeles, California

Master Under Article 6 of the National Master Freight Agreement,
Dispute Victorville-Barstow Truck Line requests the following relief:

Eliminate payment of two eight hour guarantees (16 hours) on
runs operating Los Angeles to Victorville and return and back
to either Victorville or Barstow and return to Los Angeles on
one tour of duty; Company requests that they be allowed to pay
the short line rate of pay as provided for in the Western States
Area Over-The-Road Supplemental Agreement.

DISPOSITION: (Main Committee - Transcript Pgs. 390-395/ - 11/18/71)
The Joint Western Area Committee recommends that the Company
and the Union sit down and develop a formula to wash out the two
eight-hour guarantees on the Los Angeles-Victorville and the
Los Angeles-Barstow turns during the life of this contract.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
11-71-6452 Western Gillette, Inc.

O-T-R Local 224 on behalf of Harry Hase is claiming one hour's pay
Dispute on trip #163193 while guarding load of ammo, and meal time.

DECISION: (Main Committee - Transcript Pgs. 536-540/ - 11/19/71)
M/m/s/c based on the facts the claim of the Union be allowed.

Case # Local 255, Portland, Oregon, and
11-71-6453 Pacific Intermountain Express

Automotive The Union contends that under the Automotive Supplemental Agree-
Dispute ment there is no work week but rather a five day week consisting
of five consecutive days regardless of the day of the week the work
week begins. Mr. Collier's work week begins on Tuesday of any
given week. On the week of June 29, 1971, he worked his regular
work week and then worked his sixth day at time and one-half and
his seventh day was also a holiday and the Union is asking that the
man be paid five times the regular rate for his day worked.

DISPOSITION: Postponed.

Case # Local 287, San Jose, California, and
11-71-6454 California Cannery & Growers Co.

O-T-R Union claims Company in violation of Article 54 of the Western
Dispute States Area Over-The-Road Agreement.

The Employer's position is that this case is improperly filed
before this Committee as it has to do with the Agricultural and
Horticultural Agreement and should be heard before the
California Valley Area Committee.

DECISION: (Main Committee - Transcript Pgs. 289-296/ - 11/17/71)
M/m/s/c this case be referred to the California Bay Area Committee to be heard
on its merits.

Case # Local 307, Casper, Wyoming, and
11-71-6455 Pacific Intermountain Express

O-T-R John A. Dykema states: I was available for work and had my
Dispute rest period up and was not called. A Denver driver pulled an
unscheduled load into Rock Springs and the Company sent a man
up from Salt Lake City to pull this load. I am claiming 6-1/2
hours runaround as I did not get out until 6-1/2 hours later.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 307, Casper, Wyoming, and
11-71-6456 Pacific Intermountain Express

O-T-R W. T. McKinney states: I was available for work and had my
Dispute rest period up and was not called. A Denver driver pulled an
unscheduled load into Rock Springs and the Company sent a man
up from Salt Lake City to pull this load. I am claiming 6-1/2
hours runaround as I did not get out until 6-1/2 hours later.

DISPOSITION: Settled and Withdrawn.

Case # Local 307, Casper, Wyoming, and
11-71-6457 Ringsby United

Master Lorris C. Melby states: On March 26, 1971, Ringsby moved
Dispute my trailer from Denver to Rock Springs, Wyoming by Morgan
Driveaway, Inc. A few miles west of Laramie on I-80, the
wind blew my trailer over causing \$14,610 damage. Morgan
Driveaway has refused to pay my claim on this accident. I am
requesting that the Company pay the damage that occurred to my
trailer.

DECISION: (Main Committee - Transcript Pgs. 422-430/ - 11/18/71)
M/m/s/c the Committee retain jurisdiction.

Case # Local 315, Martinez, California, and
11-71-6458 Telfer Tank Lines, Inc.

Master Company requests relief from present practice of paying employees
Dispute for loading and unloading time to the nearest quarter hour (under
7 1/2 minutes, no pay; over 7 1/2 minutes, 1/4 hour pay). Company
requests they be permitted to pay for actual time worked.

DISPOSITION: Postponed.

Case # Local 150, Sacramento, California, and
11-71-6459 Consolidated Freightways

O-T-R Union claims \$190.86 due Raymond Pistorius from July 31, 1970
Dispute to July 31, 1971.

Union claims under Article 62, Section 7, O. T. R., that the
Company did not pay proper vacation pay to Ray Pistorius.

DECISION: (Main Committee - Transcript Pgs. 38 - 41/ - 11/15/71)
M/m/s/c the claim of the Union is upheld.

Case # Arrow-Lifschultz Freight Forwarders, Inc., and
11-71-6460 Local 357, Los Angeles, California

Master The Employer avers that the provision contained in our contract
Dispute requiring the Employer to provide five days paid annual sick
leave for each member of the bargaining unit should be nullified.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 381, Santa Maria, California, and
11-71-6461 Smith Transportation

O-T-R The Union protests the Company's refusal to have a sign-in
Dispute sign-out sheet for the line drivers at the Santa Maria terminal.

DISPOSITION: Settled and Withdrawn.

Case # Local 431, Fresno, California, and
11-71-6462 Alltrans Express

O-T-R The Union protests the method of paying Bakersfield, Fresno,
Dispute Stockton, and Sacramento runs. Union named dates and trips.
Union claims historically they have always paid mileage. It has
to be one or the other.

DECISION: (Main Committee - Transcript Pgs. 148-153/ - 11/16/71)
M/m/s/c the case be referred back to the parties.

Case # Local 431, Fresno, California, and
11-71-6463 Western Gillette, Inc.

O-T-R Union protests line bid as posted. Also claims Company has
Dispute not posted bid per the JWC case on May, 1971. Decision was
bid six day week with one day off.

DECISION: (Main Committee - Transcript Pgs. 133-147/ - 11/16/71)
M/m/s/c that the Company be instructed to re-bid the two runs, deleting the
second sentence from the current bid, and that the Company and the Union be
instructed to sit down and work out dispatch rules regarding these runs.

Case # Local 467, Rialto, California, and
11-71-6464 McKeown Transportation

O-T-R Under the provisions of Article 59 of the Over-The-Road Agree-
Dispute ment, we hereby protest Company rule bulletin posted July 26,
1971 as being unreasonable and unfair. This protest is in behalf
of Walter Wright, et al.

DECISION: (Main Committee - Transcript Pgs. 51-62/ - 11/15/71)
M/m/s/c that the claim of the Union be denied.

Case # Local 467, Rialto, California, and
11-71-6465 McKeown Transportation Co.

O-T-R General truck drivers, warehouseman and helpers Union Local
Dispute 467 hereby files a grievance under Article 45, Section 5, of the
Over-The-Road Agreement against McKeown Transportation Co.
on behalf of Wayland Gillespie in the amount of 25 hours. On May
17, 1971, the Company violated agreed-to Dispatch Rules creating
runaround by Russell.

DECISION: (Main Committee - Transcript Pgs. 63-67/ - 11/15/71)
M/m/s/c the claim of the Union be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico and
11-71-6466 Consolidated Freightways, Inc.

Interpret- Mr. Glenn Jones, for the Union, claimed that all runs in question
ation and the mileage associated with them, have been established since
November of 1969. There appears to be no major highway changes
that would indicate a change in mileage paid. Mr. Jones states that
the Union position in this matter should be upheld.

DECISION: (Main Committee - Transcript Pgs. 28 - 37/ - 11/15/71)
M/m/s/c On those runs where a new route or road was established the Company
and the Union are directed to go to the current state highway maps for the correct
mileage figure. If State Highway maps are not available, the runs shall be jointly
logged. Where there is no new route or road change the previous agreed-to mile-
ages are in effect.

Case # Local 495, Los Angeles, California, and
11-71-6467 Consolidated Freightways

Automotive Local 495 on behalf of David S. Barton claims all overtime
Dispute on August 20, 1971, when C. E. Stewart worked in his stead.

DECISION: (Main Committee - Transcript Pgs. 244 - 253/ - 11/17/71)
M/m/s/c based on the facts presented the claim of the Union be upheld.

Case # Local 495, Los Angeles, California, and
11-71-6468 Pacific Motor Trucking

Automotive Case #SC-9-1-9232: Local 495 on behalf of Manuel L. Benskin
Dispute claims 8 hours pay for 7-9-71 when the Company failed to pay
him on his regular pay day.

Case #SC-9-1-9233: Local 495 on behalf of Troy C. Jones
claims 8 hours pay for 7-9-71 when the Company failed to
pay him on his regular pay day.

DISPOSITION: Settled and Withdrawn.

Case # Local 690, Spokane, Washington, and
11-71-6469 Garrett Freightlines

O-T-R Local 690 is requesting the following additional bids in Spokane:
Dispute

One run - Spokane to Portland, leave Sundays, Tuesdays, Thursdays.
One run - Spokane to Portland, leave Mondays, Wednesdays, Fridays.

DECISION: (Main Committee - Transcript Pgs. 236 - 243/ - 11/17/71)
M/m/s/c based on the facts the request of the Union be denied.

Case # Local 692, Long Beach, California, and
11-71-6470 Fix & Brain Vacuum Service

Vacuum Local 692 requests that K. J. Reynolds be compensated for all time
Pump that driver Westerman made on load to Barroid Mud on June 26, 1971.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and
11-71-6471 Fix & Brain Vacuum Truck Service

Vacuum At 9:00 A.M. on July 19, 1971, John Andrus was dispatched on
Pump Unit 109 to Long Beach Oil Development. John Andrus had accrued
Agreement 28 hours until the time of dispatch. Reynolds, driver normally
assigned to Unit 109 for the past four years, had accrued 19-1/2
hours at the time of dispatch and was not called although ready and
waiting. Local 692 is requesting 7 hours pay for Mr. Reynolds.

DISPOSITION: Settled and Withdrawn.

Case # Local 692, Long Beach, California, and
11-71-6472 Oilfields Trucking Company

Tanker Union claims driver took a load to a military base, tried to
Dispute deliver, woke up a Colonel at the base and got instructions
where to unload after two hours delay.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington and
11-71-6473 Consolidated Freightways, Alaska Division

O-T-R On Seattle-Anchorage trip of September 14-17, 1971, sleeper
Dispute team Barnard and Carlson were denied 1/2 hour tire repair time
at mile 910 Alaska Highway, we claim that this is due. Also on
same trip Company denied 1/4 hour roadblock at mile 815 when
bridge was under repair.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington and
11-71-6474 Consolidated Freightways, Alaska Division

O-T-R Claiming for Pat Bagnell and Bruce Thuney the difference in pay
Dispute for August 23-27, 1971 when Company ran Cartage Container
Division team to Watson Lake, B. C. and did not offer trip to
Thuney and Bagnell according to our dispatch rules.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington and
11-71-6475 Consolidated Freightways, Inc.

O-T-R Charlie McHenry should be placed on the transport operators
Dispute seniority list, Seattle Terminal, with a seniority date of July 8,
1971, and payment of proper fringe benefits be paid as a regular
employee from that day forward.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
11-71-6476 Consolidated Freightways

O-T-R On behalf of Donald Olson, we claim violation of agreed-upon
Dispute dispatch procedures in the amount of \$168.34 when on August
5, 1971, Company ran a Consolidated Container Division driver
to Dawson Creek, B. C. on roll and rest and refused to send
Olson on same run.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington and
11-71-6477 Garrett Freight Lines

Short Line Request Garrett pay Richard Lewin 8 hours at the heavy duty
Dispute overtime rate when Company worked Lewin as local dock man
then dispatched Lewin on short line run on September 3, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
11-71-6478 O.N.C. Motor Freight System

O-T-R O.N.C. line driver, Jim Jameson, requests Company pay for
Dispute time spent at Lake Ketchelas when because of road construction,
blasting rock, etc. driver is required to wait because of impass-
able highway and road block.

DISPOSITION: Withdrawn.

Case # Local 741, Seattle, Washington, and
11-71-6479 Puget Sound Truck Lines

O-T-R Local 741 requests workaroud pay from Puget Sound Truck
Dispute Lines for Gary H. Richwine in the amount earned by David
Norlin on Saturday, June 26, 1971 who has worked while on
vacation and Gary Richwine who was not on vacation and was
not worked.

DISPOSITION: Settled and Withdrawn.

Case # Local 871, Pomona, California, and
11-71-6480 Western Gillette

Master Wesley Phillips and John DeLap claim Company has set a
Dispute precedent for establishing a set rate of pay at the Guasti
terminal.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 911, Klamath Falls, Oregon, and
11-71-6481 Trans Western Express

Interpret- The Union maintains that when a Company has a single box with
ation dolly behind the driver should receive double pay (premium rate)
and two trailers and a dolly behind he should receive the triple
bottom rate.

DISPOSITION: Withdrawn.

Case # Local 961, Denver, Colorado, and
11-71-6482 Consolidated Freightways

O-T-R Local 961 is protesting the reduction of mileage letter dated
Dispute June 29, 1971. We request that the 1/6th formula apply to
watered miles.

DISPOSITION: Postponed.

Case # Local 961, Denver, Colorado, and
11-71-6483 Navajo Freight Lines, Inc.

O-T-R Darrell McManigal and E. Schmid state: Guymon, Oklahoma
Dispute is a new dispatch in the area covered by the 11 Western States
contract. For the last 14-1/2 years known by me, this contract
covered this. Now it is the contention of the Company that this
is under the Central States authority, and therefore, it is
difficult to understand the sudden change, except that this would
deprive us of 100 miles and benefit the Company with each trip
under this type of dispatch.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
11-71-6484 Navajo Freight Lines, Inc.

O-T-R Claim 33-1/2 hours. Company denied 17-1/2 hours, stating
Dispute no reason for this denial. D. Rago stated this time was consid-
ered to be breakdown, and they had paid it in this manner. Even
if this were true, they still would have shorted us 1-1/2 hours
for the time spent at terminal and enroute to motel. Claiming
17-1/4 hours.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
11-71-6485 Navajo Freight Lines, Inc.

O-T-R George S. McAvin states: A new run to Guymon, Oklahoma
Dispute started out of Denver and according to contract Article 56,
Section 5, a 500 minimum on any new run. Of the 1,000 miles
round trip miles turned in for 724 miles was all they would
okay.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
11-71-6486 Navajo Freight Lines, Inc.

O-T-R Leo R. Buxtin is filing for 7 hours.
Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
11-71-6487 Navajo Freight Lines, Inc.

O-T-R Local 961 states: This is a formal protest in the reduction of
Dispute mileage letter dated June 29, 1971. We request that you apply
the 1/6th formula to watered miles.

DISPOSITION: Postponed.

Case # Local 961, Denver, Colorado, and
11-71-6488 Ringsby-United

O-T-R I called dispatch in Denver, they said to take 8 hours rest
Dispute and go on to Rock Springs. I did so and when I put in a claim
for the 8 hours the payroll department turned it down.

DISPOSITION: Settled and Withdrawn.

Case # Local 962, Medford, Oregon, and
11-71-6489 Pacific Motor Trucking

O-T-R Local Union No. 962 is in dispute with the Company over the
Dispute mileage due all drivers who pulled Medford-Klamath Falls trips
since February 1, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
11-71-6490 Consolidated Freightways

Suspension Lester W. Scribner is protesting his suspension as unjustified.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
11-71-6491 Fleet Distributing, Inc.

Discharge Stanley Lee states: I protest my discharge as per phone
conversation as unfair and unjust. I do ask for all back pay
and my seniority.

DECISION: (Main Committee - Transcript Pgs. 165- 179/ 11/16/71)
M/m/s/c that Mr. Lee was properly terminated under Article 41 of the governing
wage agreement, and further, that for the period of time between August 11th and
August 16th while he was working as a casual instead of a probationary employee,
that he be paid the casual differential and the daily pension contribution be made in
his name.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
11-71-6492 Fleet Distributing Co.

Suspension Pat Gallagher protests a five day suspension.

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
11-71-6493 Sea Land Services

Discharge Discharge of Lester Slocum. (No date given)

The Employer's position is that the discharge be sustained.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-71-6494 Exley Express, Inc.

Discharge Local 81 is protesting the discharge of Albert Lucas on
September 11, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
11-71-6495 McCracken Bros. Motor Freight

Discharge Local 81 is in dispute with McCracken Bros. Motor Freight
over the discharge of Robert Carns on August 3, 1971.

DECISION: (Main Committee - Transcript Pgs. 482-496/ - 11/18/71)
M/m/s/c that the discharge be reduced to a suspension and the man be returned
to work with full seniority on his next regular tour of duty and no compensation
for time lost.

Case # Local 81, Portland, Oregon, and
11-71-6496 Ringsby United

Discharge Local 81 is protesting the discharge of Donald D. Berry on
September 10, 1971, for recklessness resulting in a serious
accident.

DECISION: (Main Committee - Transcript Pgs. 379- 389/ - 11/18/71)
M/m/s/c Donald D. Berry's discharge be reduced to a suspension of 60 days
after he is released by the doctor to go back to work.

Case # Local 81, Portland, Oregon, and
11-71-6497 Ringsby United

Discharge Local 81 is protesting the discharge of Gordon West, on
August 16, 1971 for recklessness.

DECISION: (Main Committee - Transcript Pgs. 363 - 378/ - 11/18/71)
M/m/s/c based on the facts presented that the man be returned to work with full
seniority and compensated for all time lost.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
11-71-6498 T.I.M.E. -DC., Inc.

Discharge Local 81 is protesting the discharge of William C. Foss on
August 19, 1971.

DECISION: (Main Committee - Transcript Pgs. 431 - 441 / - 11/18/71)
M/m/s/c that the discharge be reduced to a suspension and the man be returned to
work as soon as possible. All seniority rights, no back pay; Company pay health and
welfare and pension if it hasn't already been paid.

Case # Local 81, Portland, Oregon, and
11-71-6499 Widing Transportation Company

Discharge Local 81 is in dispute with Widing Transportation over the
termination of Chester McCarney for his alleged falsification
of his application.

Local 81 contends they were not notified according to the contract.

DECISION: (Main Committee - Transcript Pgs. 573 - 579/ - 11/19/71)
M/m/s/c this case be referred back to the parties and the committee retain juris-
diction.

Case # Local 208, Los Angeles, California, and
11-71-6500 California Motor Express

Discharge Local 208, on behalf of Donald Moore, protests his discharge
of September 8, 1971 for alleged "Preventable Accident" on
September 8, 1971. Request that he be returned to work with
all seniority and no loss in pay.

DECISION: (Committee for Local Operations - Transcript Pgs. 199 - 212/
11/17/71)

M/m/s/c that the discharge be sustained.

Case # Local 208, Los Angeles, California, and
11-71-6501 Consolidated Freightways

Suspension Local 208, on behalf of John R. Pierce, protests suspension
of 6-25-71, alleging "dishonest act on 6-24-71", and request
to be compensated for all time lost.

DECISION: (Committee for Local Operations - Transcript Pgs. 429 - 436 /
11/19/71)

M/m/s/c that the claim and the suspension be sustained.

Case # Local 208, Los Angeles, California, and
11-71-6502 Consolidated Freightways

Suspension Local 208, on behalf of Seve H. Rohrbach, protests suspension
of June 23, 1971, alleging "dishonesty on June 21, 1971" and
requests to be compensated for all time lost.

DECISION: (Committee for Local Operations - Transcript Pgs. 437 - 442/
11/19/71)

M/m/s/c that based on the facts presented, the suspension be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-71-6503 Consolidated Freightways

Discharge Local 208, on behalf of Enrique Lerma, protests termination of July 12, 1971, for allegedly not being qualified under D. O. T. Part 391.15, Sec. (11).

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
11-71-6504 Milne Truck Lines, Inc.

Discharge Local 208, on behalf of Timmons Martin, requests reinstatement and all monies due from June 23, 1971, when he obtained a re-release from a third doctor to return to work based on Case #SC-3-1-8092.

DECISION: (Committee for Local Operations - Transcript Pgs. 224 - 231/
11/17/71)

M/m/s/c based on the facts presented, Mr. Martin be returned to work on November 22nd, Monday, and no compensation for time lost.

Case # Local 208, Los Angeles, California, and
11-71-6505 Raul's Trucking Service

Discharges Case #HSO-8-1-259:

Local 208, on behalf of Gary Elenburg, protests his discharge of August 5, 1971 for alleged "dishonesty" on August 5, 1971, and requests that he be reinstated with full seniority and paid for all time lost from August 5, 1971 on.

Case #HSO-8-1-260:

Local 208, on behalf of Joe Gerdes, protests his discharge of August 5, 1971 for alleged "dishonesty" on August 5, 1971, and requests that he be reinstated with full seniority and paid for all time lost from August 5, 1971 on.

DECISION: (Committee for Local Operations - Transcript Pgs. 109 - 138/
11/16/71)

M/m/s/c based on the facts in this case, the discharges be reduced to suspensions and the employees be returned to work on November 29th, 1971 with full seniority and no compensation for time lost.

Case # Local 208, Los Angeles, California, and
11-71-6506 Santa Fe Trail Transportation Co.

Discharge Seniority violation: Local 208 on behalf of Harry S. Zaimes protests his discharge of 7-26-71 alleged "unauthorized leave of absence" and requests that he be returned to work with no loss of seniority or pay 8-31-71.

DECISION: (Committee of Local Operations - Transcript Pgs. 247 - 260/
11/17/71)

M/m/s/c that based on the facts presented, Harry Zaimes was properly removed from the seniority list, per Article 42, Section 2.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
11-71-6507 Smith Transportation Co.

Discharge Local 208, on behalf of Ed Nathan Daley, protests his termination
of 8-17-71 for dishonesty.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
11-71-6508 T.I.M.E., DC., Inc. (LASME)

Suspension Seniority violation: Hal C. Ehrenfeld protests his five day
suspension and claims all monies earned by junior men while
he was off. Suspended July 1, 1971 to July 8, 1971.

DECISION: (Committee for Local Operations - Transcript Pgs. 409 - 416/
11/19/71)

M/m/s/c that the suspension be reduced to a letter of warning for verbal assault;
and the employee be compensated for sixteen (16) hours pay at the straight time rate.

Case # Local 208, Los Angeles, California, and
11-71-6509 Willig Freight

Discharge Local 208, on behalf of Vance Scott, protests termination
notice dated 8-31-71 for alleged working for another employer
on July 28, 29, 30, and August 3, 1971.

DECISION: (Committee for Local Operations - Transcript Pgs. 85 -108/
11/16/71)

M/m/s. and Deadlocked that the discharge be sustained.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg
as the Arbitrator.

Case # Local 224, Los Angeles, California, and
11-71-6510 Arizona Pacific Tank Lines

Termination Union stated discharged for accident on September 21, 1971. Was
not chargeable. Driver was only driving 15 miles per hour when
accident happened. Also there was a broken spring on trailer.

Company stated driver was discharged for accident on September 21,
1971. A warning notice was issued on June 17, 1971. Company
claims driver was driving too fast.

DECISION: (Main Committee - Transcript Pgs. 266 - 280/ - 11/17/71)

M/m/s/c the discharge of Angelo Defeo be reduced to a 30-day suspension from
September 20th to October 20th. He shall be returned to work on his next available
shift and made whole for the earnings he lost since October 20th.

DISPUTES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
11-71-6511 Clarke Farnsworth (C.F. Container-Cartage Div.)

Termination Protest of discharge of Donald Braun for dishonesty.

That the driver had made an error in the preparation of his logs and pay claims then made out corrected ones but turned in the wrong ones to the Company through error. Driver had had light trouble and in the length of time he was correcting it the errors occurred.

DECISION: (Main Committee - Transcript Pgs. 154 - 164/ - 11/16/71)
M/m/s/c that the discharge be reduced to a suspension and the man be returned to work at his next regular shift and no back pay.

Case # Local 357, Los Angeles, California, and
11-71-6512 Consolidated Freightways

Discharge Local 357 protests the discharge of Roger Brass on August 11, 1971 for dishonesty.

DECISION: (Main Committee - Transcript Pgs. 348 - 362/ - 11/17/71)
M/m/s/c based on the facts presented that the man be returned to work with full seniority and compensated for all time lost less moneys earned.

Case # Local 357, Los Angeles, California, and
11-71-6513 Yellow Freight System

Discharge For and on behalf of: Buddy Barela.

I am protesting the termination that I received from Yellow Freight System on August 28, 1971.

DECISION: (Main Committee - Transcript Pgs. 442 - 475/ - 11/18/71)
M/m/s and Deadlocked that based on the facts presented the man be returned to work with full seniority and compensated for all time lost.
NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

Case # Local 431, Fresno, California, and
11-71-6514 Pacific Intermountain Express

Discharge Union protests discharge of Jerry Eubanks.

DECISION: (Main Committee - Transcript Pgs. 81 - 89/ - 11/16/71)
M/m/s/c the man be returned to work on his next regular shift with no back pay.

Case # Local 468, Oakland, California, and
11-71-6515 Consolidated Freightways

Suspension. Protest of suspension of Jack Miller. Grievant was drinking from a cup while driving, a foreign object was in the cup, while attempting to remove it he inadvertantly ran into the other truck. He should not be suspended for this minor infraction.

DECISION: (Main Committee - Transcript Pgs. 476 - 481/ - 11/18/71)
M/m/s/c that based on the facts the suspension be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
11-71-6516 Delta Lines, Inc.

Discharge Local 468 protests the discharge of Frederick C. Towner.

Union claimed that driver was tired and possibly dozed prior to rear-ending another vehicle on a grade. Union states that the definition "recklessness" could not apply as the driver did not rear-end the other vehicle intentionally.

DECISION: (Committee for Local Operations - Transcript Pgs. 445 - 453/
11/19/71)

M/m/s/c that Fred Towner's discharge be reduced to a suspension and that he be returned to work on January 3rd, 1972 with full seniority.

Case # Local 468, Oakland, California, and
11-71-6517 Garrett Freightlines, Inc.

Suspensions Protest of suspensions: Marvin Tjeel, Jess Garcia, David Madsen, Robert Brownfield, George Mays.

Company claims that the men involved did not carry picket signs or participate in the actual work stoppage.

DECISION: (Main Committee - Transcript Pgs. 180 - 199/ - 11/16/71)

M/m/s/c this Committee hold jurisdiction.

Case # Local 468, Oakland, California, and
11-71-6518 Pacific Motor Trucking

Discharge Discharge of William DeNeef.

Union claims that previous suspensions may not be included as testimony in a discharge case, in that the suspensions automatically clear the man's record completely, leaving him blameless. Also that in this particular case, the tachograph was in error, and the man corrected it when making his log.

DISPOSITION: Settled and Withdrawn.

Case # Local 690, Spokane, Washington, and
11-71-6519 Garrett Freightlines

Discharge Case #3350(U) - Protesting of Glen Thorpe, letter dated 8-2-71.

Case #3377(U) - Protesting Company refusing to return Glen Thorpe to work since 7-23-71, and requesting all monies and benefits due him from 7-23-71 until the Company returns him to his job.

DECISION: (Main Committee - Transcript Pgs. 68 - 80/ - 11/15/71)

M/m/s/c the claim of the Union be upheld less moneys earned elsewhere.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
11-71-6520 Consolidated Freightways

Discharge Protesting the termination of E. J. Coleman effective September
17, 1971 and request his reinstatement and pay for time lost.

DECISION: (Main Committee - Transcript Pgs. 283 - 288/ - 11/17/71)
M/m/s/c based on the facts in this case the claim of the Union be upheld.

Case # Local 741, Seattle, Washington, and
11-71-6521 O. N. C. Motor Freight System

Discharge Local 741 protests Dalanski's termination because Company
did not follow the terms of agreement in regards to a warning
letter in writing to employee and also copy to Local Union
before termination.

DECISION: (Main Committee - Transcript Pgs. 321 - 331/ - 11/17/71)
M/m/s/c that the discharge be reduced to a warning letter, the man be reinstated
at his next regular shift with full seniority and full compensation for all time lost
less moneys earned.

Case # Local 180, Los Angeles, California, and
11-71-6522 Illinois-California Express

Warning Local 180 on behalf of Albert Daeley protests the warning letter
Letter issued to him by I. C. X. on August 4, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
11-71-6523 Lee Way Motor Freight, Inc.

Warning Local 208, on behalf of Harvey A. Ingram, protests warning
Notice notice issued June 25, 1971 alleging "of your delaying Company
equipment on June 25, 1971" and requests this notice be removed
from his record.

DISPOSITION: Settled and Withdrawn.

Case # Local 315, Martinez, California, and
11-71-6524 Clarke Farnsworth (Div. of C. F. Container Div.)

Warning Protest of warning notice issued to Donald Braun.
Notice Union claims that driver had a headache and couldn't drive
after his layover, thus he took a 13 hour layover in Yreka without
notifying the Company of the delay.

DECISION: (Main Committee - Transcript Pgs. 254 - 259/ - 11/17/71)
M/m/s/c based on the facts the warning letter be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and
11-71-6525 Smith Transportation

Warning The Local Union protests the warning letter issued
Letter Charles Cunningham on 7/14/71.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
11-71-6526 Midwest Machinery Movers

Warning Protest of warning letter issued to Don Cole dated June 3, 1971.
Letter

DISPOSITION: Postponed.

Case # Local 222, Salt Lake City, Utah, and
11-71-6529 Consolidated Freightways

Automotive Martin Mares, a shop service employee claims 8 hours at the
Dispute overtime rate for time worked by a casual on Mares' regular day off.

The Union contended that in a seven day service operation, the Company cannot use a casual to replace an absent regular employee.

DECISION: (Main Committee - Transcript Pgs. 534 - 535/ - 11/19/71)
M/m/s/c this question be referred to the Committee that negotiated the Automotive Agreement for settlement.

Case # Local 222, Salt Lake City, Utah, and
11-71-6531 Consolidated Freightways

Discharge John Smith is a Salt Lake City dock employee with a seniority date of March 3, 1967. He was discharged effective October 8, 1971 for excessive garnishments.

DECISION: (Main Committee - Transcript Pgs. 529 - 533/ - 11/19/71)
M/m/s/c the discharge be reduced to a suspension and he be put back to work on his next regular shift.

Case # Local 222, Salt Lake City, Utah, and
11-71-6532 Consolidated Freightways

The Union concedes the basic facts but contends the Company has discriminated against Mr. Allison in that it has only suspended other drivers in similar circumstances rather than discharge them. The Union further contends that although Mr. Allison was drunk, he was not on duty, was not on Company equipment and had made no attempt to drive.

DECISION: (Main Committee - Transcript Pgs. 519 - 528/ - 11/19/71)
M/m/s/c that the discharge be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
11-71-6533 DeSalvo Trucking Co.

Discharge Union protests discharge of Wayne Rothacher.

Union claims the driver has 7 years seniority with the Company and does not believe that this is a proper discharge.

DECISION: (Main Committee - Transcript Pgs. 503 - 507/ - 11/19/71)
M/m/s/c based on the facts in this case the man be given an opportunity to resign. If he doesn't resign, the discharge is upheld.

Case # Local 222, Salt Lake City, Utah, and
11-71-6534 Pacific Intermountain Express

Warning Letter The Union wishes to protest the warning letter issued James Dickerson on 9/3/71.

DISPOSITION: Postponed.

Case # Local 396, Los Angeles, California, and
11-71-6537 Atlantic Transfer

Discharge The Local Union wishes to protest the discharge of Howard Lawson on October 5, 1971

DECISION: (Committee for Local Operations - Transcript Pgs. 168 - 193/
11/17/71)

M/m/s and Deadlocked that the discharge be sustained.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

Case # Local 631, Las Vegas, Nevada, and
11-71-6538 Consolidated Freightways

Discharge The Local Union wishes to protest the termination of Richard A. Holliday on 9/27/71.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
11-71-6539 Illinois-California Express

Discharge Local 180 on behalf of Bruce Manning protests his suspension of September 27, 1971.

DECISION: (Main Committee - Transcript Pgs. 335 - 347/ - 11/17/71)

M/m/s and Deadlocked the discharge be reduced to a suspension.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
11-71-6540 Lee Way Motor Freight

Discharge Local 208 wishes to protest the discharge of Charles Brown
on 9/28/71.

DECISION: (Committee for Local Operations - Transcript Pgs. 357 - 383/
11/18/71)

M/m/s/c that Mr. Brown's discharge be reduced to a suspension, and Mr. Brown
will be returned to work 30 days after he furnishes the Company with a full medical
release.

Case # Local 467, Rialto, California, and
11-71-6541 McKeown Transportation

Discharge Local 467 wishes to protest the termination of William Dobler
on 10/15/71.

DECISION: (Main Committee - Transcript Pgs. 42 - 50/ - 11/15/71)

M/m/s/c that the discharge be reduced to a suspension, the suspension to terminate
upon his complete release from the doctor's care, with full seniority.

Case # Local 180, Los Angeles, California, and
11-71-6542 T.I.M.E. -DC., Inc.

Discharge The Local Union wishes to protest the termination of
Fred Coghill on October 25, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
11-71-6543 Wescar Terminals

Discharge Local 357 wishes to protest the termination of John L. Manning
on October 21, 1971.

DECISION: (Main Committee - Transcript Pgs. 297 - 320/ - 11/17/71)

M/m/s and Deadlocked the discharge be upheld.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg
as the Arbitrator.

RECEIVED
JAN 12 1972

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JWAC COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

NOVEMBER 15-16-17-18-19, 1971

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

* * * * *

The meeting was called to order at 9:00 A.M., Monday, November 15, 1971 by Joe Diviny.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton
Bob Rampy
Jim Easley
Harry Kachadoorian
Cecil Sainsbury
Horace Manning
Gene Shepherd

George Rohrer
Jack Alexander
Art Hardy
Nobby Miller
Harold Reynolds
Glenn Jones
George King

2. The Minutes of the meeting of the Union members of the JWAC and Local Union Representatives held on Monday, August 9, 1971, were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting.

Clyde Crosby - I. B. T.
Jack Wyatt - Local 467
Barney Volkoff - Local 357
Norman Clark - Local 542
Joe Stovall - Local 941
Frank Bushnell - Local 17
Mike O'Riley - Local 439
Bill Dixon - Local 439
Bill Martin - Local 741
Al Tercheria - Local 468
Weldon Wirt - Local 208
Bill Davis - Local 692
Gene Bedford - Local 692
Cecil Tobin - Local 150

Al Brundage - Attorney
John McLaughlin - Jt. Council #38
Earl Wimmer - Local 224
Jim Briggs - Local 941
Dub Davis - Local 886
Ken Gaddis - Local 235
Howard Rush - Local 150
Jack Crotty - S. C. J. A. C.
C. Youngblood - Local 741
Manny Joseph - Local 468
Carl Bates - Local 208
Joe Davis - Local 315
Jim Barham - Local 542
Jack Mery - Local 381

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE (O-T-R)

Joe Diviny - Chairman
Harry Bath
Al Winters

Verne Milton
Gene Shepherd
Jack Alexander

Ernie Hinchler - Secretary

Joe Davis - Sgt-at-Arms

SUB-COMMITTEE - LOCAL OPERATIONS:

George Rohrer
Art Hardy
Harry Marshall
Jim Easley
Mike Olds
Harold Reynolds

Jack Crotty - Secretary

Herb Helmers - Sgt-at-Arms

CHANGE OF OPERATIONS COMMITTEE:

Robert Rampy
Glenn Jones
Robert Shaw
Harry Kachadoorian
Horace Manning
Nobby Miller
Cecil Sainsbury
Bob Porter

Jack McLaughlin - Secretary

Hugo Wagner - Sgt-at-Arms

5. Powers of Attorney approved by the division (See Attached).
6. Standard Contract Participation approved by the division (See Attached) .
7. "Me Too" Agreements (See Attached).
8. ADJOURNMENT.

THE FOLLOWING POWERS OF ATTORNEY
HAVE BEEN APPROVED BY THE
WESTERN MASTER FREIGHT DIVISION
(JWAC - NOVEMBER, 1971)

Ashbury System - California-Arizona-Nevada Transport Tank Supplemental Agreement. Concurrence from Local No. 224 on September 16, 1971. Approved WMFD Sept. 21, 1971.

R. J. Baker Portable Tanks - WSA Western Master Agreement and Heavy-Specialized & Oilfield Supplemental Wage Agreement. Concurrence from Local No. 692 on August 19, 1971. Approved WMFD August 21, 1971.

Carey Truck Line - Heavy-Specialized & Oilfield Supplemental Wage Agreement. Concurrence from Local No. 467 on September 21, 1971. Approved WMFD on September 25, 1971

City Transfer, Inc. - National Master Freight Agreement and Local 85 Pick-up & Delivery Supplemental Agreement. Concurrence from Local No. 85 on September 22, 1971. Approved WMFD on September 25, 1971.

Construction Materials Trucking, Inc. - National Master Freight Agreement and WSA Over-the-Road Supplemental Agreement. Concurrence from Local No. 315 on August 18, 1971. Approved WMFD on August 21, 1971.

C & T Trucking, Inc. - National Master Freight Agreement and WSA Pick-up & Delivery, and WSA Over-the-Road Supplements, and California-Arizona-Nevada Transport Tank Supplemental Agreement. Concurrence from Local No. 315 on August 18, 1971. Approved WMFD on August 21, 1971.

Delta Lines - National Master Freight Agreement and WSA Over-the-Road Supplemental Agreement. Concurrence from Local No. 431 on August 11, 1971. Approved WMFD on August 17, 1971.

Delta Lines - National Master Freight Agreement & WSA Over-the-Road Supplemental Agreement. Concurrence from Local No. 542 on September 24, 1971. Approved WMFD on September 29, 1971.

Lee Way Motor Freight - National Master Freight Agreement and WSA Office Employees Supplemental Agreement. Concurrence from Local No. 431 on August 11, 1971. Approved WMFD on August 17, 1971.

Marino Bros. Trucking Co. - Full Load For-Hire Carrier Transportation Supplemental Agreement. Concurrence from Local No. 439 on September 27, 1971. Approved WMFD on September 29, 1971.

Miles Motor Transport System - Full Load For-Hire Carrier Transportation Supplemental Agreement. Concurrence from Local No. 439 on September 27, 1971. Approved WMFD on September 29, 1971.

Oregon-Nevada-California Motor Freight System - National Master Freight Agreement and WSA Over-the-Road Supplemental Agreement. Concurrence from Local No. 431 on September 16, 1971. Approved WMFD on September 18, 1971.

Oregon-Nevada-California Motor Freight System - National Master Freight Agreement and WSA Pick-up & Delivery, and WSA Office Employees Supplemental Agreements. Concurrence from Local No. 439 on September 27, 1971. Approved WMFD on September 29, 1971.

POWERS OF ATTORNEY - continued

Oregon-Nevada-California Motor Freight System - National Master Freight Agreement and WSA Over-the-Road Supplemental Agreement. Concurrence from Local No. 533 on October 6, 1971. Approved WMFD on October 12, 1971.

Shippers-Encinal Express, Inc. - National Master Freight Agreement and WSA Pick-up and Delivery Supplemental Agreement. Concurrence from Local No. 315 on August 18, 1971. Approved WMFD on August 21, 1971.

Tony Victorine Transportation - Full Load For-Hire Carrier Transportation Supplemental Agreement. Concurrence from Local No. 890 on July 29, 1971. Approved WMFD on August 17, 1971.

STANDARD CONTRACT PARTICIPATION

(JWAC - NOVEMBER 1971)

A. M. Delivery and Local No. 208. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD October 23, 1971.

City Van & Storage and Local No. 208. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD October 26, 1971.

Gilbert Carrier Corp. and Local No. 208. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD October 6, 1971.

Grocery Wholesale, Inc. and Local No. 741. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD November 5, 1971.

H & S Supply and Local No. 104. National Master Freight Agreement and WSA Over-the-Road Supplemental Agreement. Approved WMFD September 27, 1971.

Modern Transportation, Inc. and Local No. 208. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD October 6, 1971.

Moore Business Forms and Local No. 104. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD September 13, 1971.

Paramount Delivery Service and Local No. 208. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD October 6, 1971.

Reyes Trucking and Local No. 208. National Master Freight Agreement and WSA Pickup and Delivery Supplemental Agreement. Approved WMFD October 6, 1971.

Southwestern Aggregates, Inc. and Local No. 467. WSA Master Agreement and California-Arizona-Nevada Transport Tank Supplemental Agreement. Approved WMFD Sept. 24, 1971.

William Strieter Cartage Co. and Local No. 208. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD August 27, 1971.

Jack Thompson Trucking and Local No. 87. WSA Master Agreement and Agricultural & Horticultural Transportation Agreement. Approved WMFD September 27, 1971.

Tikker Trucking Co. and Local No. 208. National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD October 6, 1971.

Bill Wockner Trucking, Inc. and Local No. 741. National Master Freight Agreement and WSA Over-the-Road Supplemental Agreement. Approved WMFD October 1, 1971.

STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED INTO "ME-TOO" AGREEMENTS

(JWAC - NOVEMBER, 1971)

Capitol Truck Lines, Inc. and Local Union No. 357. National Master Freight Agreement and the Applicable Supplements thereto. Approved WMFD September 27, 1971.

City Van & Storage and Local Union No. 357. National Master Freight Agreement and the Applicable Supplements thereto. Approved WMFD October 26, 1971.

Gemini Transportation Co. and Local Union No. 856. National Master Freight Agreement and WSA Office Employees Supplemental Agreement. Approved Nov. 8, 1971.

Keller Freight Line and Local Union No. 856. National Master Freight Agreement and WSA Office Employees Supplemental Agreement. Approved WMFD November 8, 1971.

DECISIONS OF NATIONAL GRIEVANCE COMMITTEE - MEETINGS OF DEC. 2, 1971

Case # Local 856, San Francisco, and
2-71-5806 California Trucking Association, et al

Local 856 Rider to WSA Office Employees Agreement. Article 1
(A & B) Overtime and Premium Pay Application.

DECISION: The National Grievance Committee on December 2, 1971, adopted
a motion that based on the transcript, the claim of the Union be denied.

Case # Local 313, Tacoma, Washington, and
5-71-5944 United-Buckingham Freight Lines

WSA - O-T-R, Article 54 (PUD Limitations).

DECISION: The National Grievance Committee, on December 2, 1971, adopted
a motion that based on the transcript, the claim of the Union be
upheld.

Case # Local 85, San Francisco, California, and
5-71-5986 Airport Drayage

Referred JWAC May 12, 1971, NMFA, Article 36 (Employee's Bail).

DECISION: The National Grievance Committee on December 2, 1971, adopted
a motion that the captioned matter be deadlocked.

Case # Local 287, San Jose, California, and
5-71-6084 Garden City Transportation, Shippers-Encinal Express and
5-71-6086 West Transportation.
5-71-6087

Joint Council #7, Local PUD, Article 47, Section 2 (Work at
Premises of Shippers and Consignees)

DECISION: The National Grievance Committee, on December 2, 1971, adopted
a motion that based on the transcript, the claim of the Union be upheld.

Case # Local 287, San Jose, California, and
5-71-6101 Ringsby System

NMFA, Article 1 (Parties to Agreement), Article 2 (Scope of Agree-
ment) WSA OTR, Article 40, Section 2 (c) (Leased Equipment,)
Section 3 (City or Local Work), Article 54 (b) and (d) (Pickup &
Delivery Limitations) and Joint Council #7 Local PUD, Article 47,
(Work Jurisdiction).

DECISION: The National Grievance Committee, on December 2, 1971, adopted
a motion that based on the transcript, the claim of the Union be upheld.

Case # Local 741, Seattle, Washington, and
5-71-6116 Silver Eagle Co.

WSA OTR, Article 54 (c) (Short Line or Peddle Operations), (f)
(Higher Local Areas).

DECISION: The National Grievance Committee, on December 2, 1971, adopted
a motion that based on the application of shortline in the State of
Washington, the shortline drivers shall be paid at the overtime rate
on Saturday & Sunday for loading or unloading only.

DECISIONS OF NATIONAL GRIEVANCE COMMITTEE- DECEMBER 2, 1971

Case # Local 741, Seattle, Washington, and
5-71-6116 Silver Eagle Co.

DECISION: (Continued from Page #1)

This decision on shortline pertains to the State of Washington only. This shall not change the present practice or provisions of paying overtime after eight (8) hours.

Case # Local 70, Oakland, California, and
8-71-6263 Lee Way Motor Freight

Joint Council #7 Local Pickup & Delivery, Article 53, Section 9 (b) (Hostlers).

DECISION: The National Grievance Committee on December 2, 1971, adopted a motion that based on the facts in this particular case, the claim of the Union be denied.

Case # Local 70, Oakland, California, and
8-71-6265 Ringsby System

Joint Council #7 Pickup & Delivery, Article 57 (Holidays) and Article 45, Section 2 (Leave of Absence) (Effect on Vacation - Holidays)

DECISION: The National Grievance Committee, on December 2, 1971, adopted a motion that based on the facts in this particular case, the claim of the Union be upheld.

ROY NUNES, Teamsters Local 70

BEFORE

JOINT WESTERN AREA COMMITTEE

WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S

of

JOINT COUNCIL #7 DISPUTES

DEL WEBB TOWNEHOUSE
SAN-FRANCISCO, CALIFORNIA

November 15 and 16 1971

Reported by: LINDA BALLAS

E. D. CONKLIN

Certified Shorthand Reporter

110 SUTTER STREET

SAN FRANCISCO 4

GARFIELD 1-3984



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BEFORE

JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S
of
JOINT COUNCIL #7 DISPUTES
and
COMMITTEE FOR LOCAL OPERATIONS

DEL WEBB TOWNEHOUSE
SAN FRANCISCO, CALIFORNIA
NOVEMBER 15-16-17-18-19, 1971

--oOo--

CASE #11-71-6352

November 15, 1971

1:50 P.M.

- - -

LOCAL 70, Oakland, California, and

PACIFIC MOTOR TRUCKING

JOINT COUNCIL #7 DISPUTES

UNION COMMITTEE

EMPLOYER COMMITTEE

GEORGE ROHRER, Chairman

GORDON KIRBY

ROY WILLIAMS

CHARLES LAWLOR

GEORGE KING

THOMAS DWYER

APPEARANCES:

BOB FREITAS and DICK SARMENTO, on behalf of the Union.

WILLIAM HILLEBRAND, on behalf of the Employer.

- - -

CHAIRMAN ROHRER: This is Case No. 11-71-6352, Local 70
versus P.M.T.

The Company panel will be . . .

MR. KIRBY: . . . Lawlor, Dwyer and Kirby.

CHAIRMAN ROHRER: The Union panel will be Williams, King
and Rohrer.

Appearing on behalf of the Company?

MR. HILLEBRAND: William Hillebrand.

CHAIRMAN ROHRER: Appearing on behalf of the Union?

1 MR. FREITAS: Bob Freitas.

2 CHAIRMAN ROHRER: This being a Union filing, the Union
3 may proceed.

4 MR. FREITAS: This is a particular case for an overtime
5 claim for Tony LaConte, who was called in to work on a premium
6 day, June 20th, on the dayshift, and worked continuously from
7 8:00 o'clock on the 20th of June, right around to 8:00 o'clock
8 the following day, June 21st.

9 The Union's position is that the man, LaConte, since he
10 was called in before the normal starting shift which was a
11 Sunday and which was a premium day, that the Company pay him,
12 or should have paid him, the full rate, completely around the
13 clock for 24 hours that the man stayed on the clock.

14 Our contention is he should be paid on the last eight
15 hours of the 24-hour shift, because he didn't change time. He
16 was on a continuous time card from 8:00 o'clock on June 20th
17 to 8:00 o'clock on June 21st.

18 CHAIRMAN ROHRER: Questions of the Union?

19 MR. KIRBY: Just one: I notice this seems like an awfully
20 long period of time for a man to work.

21 What is your position if the man came in four hours prior
22 to or two hours prior?

23 MR. FREITAS: Anything prior to his shift, Kirby, is a
24 time-and-a-half condition in the contract.

25 We are talking primarily about the premium day.

26 To start with, he started a premium Sunday which is time

1 and a half, to begin with.

2 The Company seen fit to work him 24 hours, rather than
3 put him off after the full shift.

4 MR. KIRBY: Had the man ever started prior to the 12:01
5 A.M. shift?

6 MR. FREITAS: Numerous amounts of times. They have
7 started, say, at 10:00 o'clock.

8 MR. KIRBY: How are they paid their premium shift?

9 MR. FREITAS: Premium starts prior to starting.

10 MR. KIRBY: When they roll into the regular shift, how
11 are they paid?

12 MR. FREITAS: Straight time.

13 I presented this for the Joint Council, just as it says;
14 and the case was put on, on its merits, and the argument was:
15 Since the man's regular starting time was midnight, then the
16 Company's position at this point was he should be compensated
17 on the straight-time hourly rate. And I would agree that that
18 makes sense.

19 The Joint Council panel seen fit to go along with the
20 program and deadlocked at this point because of the fact the
21 man stayed on one continuous time card.

22 In other words, I call you to come in on Sunday morning,
23 knowing you are going to be on your regular shift at midnight,
24 12:01 Monday, A.M., right?

25 Instead of putting you off the clock, they continue you
26 right on through, even through your normal starting shift

1 which would have been midnight or 12:01 on the 21st.

2 MR. WILLIAMS: Let me ask a question, Mr. Chairman.

3 There is no argument about the premium day on Sunday for
4 eight hours?

5 MR. FREITAS: No.

6 MR. WILLIAMS: The only argument is the normal regular
7 shift started at 12:01 Midnight for the Monday morning; and
8 since he stayed continuously on the same card and on the clock,
9 is the argument here?

10 MR. FREITAS: That's my argument.

11 CHAIRMAN ROHRER: Let's hear from the Employer.

12 MR. HILLEBRAND: Well, first off, gentlemen, as we pointed
13 out here, Mr. LaConte's classification, Monday through Friday,
14 is platform on the midnight shift.

15 Now, Mr. Freitas, here, was discussing the fact or the
16 question was brought up: "Was he continuously on one card?"
17 He was not continuously on one card.

18 Mr. LaConte punched out at 12:00 Midnight, which concluded
19 his premium day assignment.

20 At this time he had a decision to make: Should he go
21 home and lose a day's pay because he had already worked 15
22 hours or go over to the terminal and punch in on his regular
23 shift?

24 Being a platform man, he doesn't come under the D.O.T.
25 where he must have eight hours off.

26 He chose to go to the terminal and punch in and work his

1 MR. HILLEBRAND: Yes, he was.

2 MR. KING: Where you regulate overtime, this was just a
3 turn-up to work?

4 MR. HILLEBRAND: Right.

5 MR. KING: Normally he is a night worker?

6 MR. HILLEBRAND: Right.

7 MR. KING: Were these time cards that you brought up here
8 present before the Local Committee, on the time cards and all
9 that?

10 MR. HILLEBRAND: Yes, it was.

11 MR. FREITAS: Yes.

12 CHAIRMAN ROHRER: Any further questions?

13 [No response.]

14 Anything in rebuttal from the Union?

15 MR. FREITAS: Well, the only thing I have in rebuttal to
16 offer is: Bill, himself, introduced in there, and there's
17 even some question now whether he's entitled to 10 percent
18 when he went through the swing shift on that same day,
19 whether or not he paid the 10 percent.

20 I pretty much stated my position, that the claim was for
21 a continuous 24-hour claim of premium time. The Company paid
22 him 15-1/2 hours.

23 Bearing in mind he's normally a platform man, when called
24 on a premium wheel he went to the piggy-backer, operating a
25 piggy-backer. This is where he started Sunday morning premium
26 work, because he qualified at the premium on piggy-back.

1 Then he went into his normal shift, without going home.

2 CHAIRMAN ROHRER: Questions?

3 MR. KING: I want to ask Bobby a question.

4 Bobby, there is a discrepancy. Where you said he worked
5 continuously around the clock, by your presentation he was
6 forced to work around the clock?

7 MR. FREITAS: I didn't say that.

8 MR. KING: By the Company's presentation, I mean.

9 The Committee has to decide.

10 MR. FREITAS: I can't acknowledge whether he was offered
11 to go home.

12 MR. KING: That's the point I want to make.

13 MR. FREITAS: The only thing I am aware of is when they
14 did start him on Sunday and worked him right, clean through,
15 to midnight which brought him into his regular starting shift.
16 I can only assume they told him to go to work in his regular
17 shift.

18 Now, whether they gave him that option or not, I can't say.

19 MR. KING: Did you give him the option to go home or stay
20 at work?

21 MR. HILLEBRAND: Well, there was another man that worked
22 an identical amount of time that was on the midnight shift
23 that chose to go home.

24 MR. KING: Do they work together?

25 MR. HILLEBRAND: Yes.

26 MR. KING: Was his work up, on the wheel?

1 MR. HILLEBRAND: Yes.

2 MR WILLIAMS: I think that is the whole key in the case.

3 CHAIRMAN ROHRER: Any further questions?

4 [No response.]

5 Executive session.

6 [Executive session.]

7 MR. DWYER: Due to the facts presented in this case, the
8 Union claim be denied.

9 MR. KIRBY: Second the motion.

10 CHAIRMAN ROHRER: All those in favor of the motion say
11 "Aye".

12 Opposed?

13 The "Ayes" have it. So ordered.

14 The Union pays the \$25.

15 [Whereupon, the parties returned to the hearing room and
16 the motion was read by the reporter.]
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1 CASE #11-71-6351 November 15, 1971 2:07 P.M.

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4 LOCAL 70, Oakland, California, and

5 PACIFIC MOTOR TRUCKING

6

7

JOINT COUNCIL #7 DISPUTES

8

UNION COMMITTEE

EMPLOYER COMMITTEE

9

GEORGE ROHRER, Chairman

GORDON KIRBY

10

ROY WILLIAMS

CHARLES LAWLOR

11

GEORGE KING

THOMAS DWYER

12

13

APPEARANCES:

14

BOB FREITAS and DICK SARMENTO, on behalf of the Union.

15

WILLIAM HILLEBRAND, on behalf of the Employer.

16

17

18

CHAIRMAN ROHRER: This is Case No. 11-71-6351, Local 70
19 versus Pacific Motor Trucking.

20

We have the same panels and the same participants on this
21 one.

22

This is a Union filing; the Union may proceed.

23

24

MR. FREITAS: Again, this is relating to the piggy-back
25 area of P.M.T. at which work was performed on the premium day,
26 June 20th, on Sunday.

26

Down on the piggy ramp there is a premium wheel. The

1 Company saw fit to bring in a crew to operate the backer on
2 the day shift, and then neglected to call in the next five
3 people that would have been in line to come from the swing
4 shift to work that premium day.

5 So, instead of calling people off the wheel, they elected
6 to work those men an additional eight-hour shift, without
7 benefit of calling the five or more men that could have worked
8 premium on the ramp.

9 Our case is the five men in question: Puetz, Henderson,
10 Hughes, Sequria, Bettencourt, should be paid for eight hours
11 they put in for overtime, for being bypassed over the premium
12 wheel.

13 CHAIRMAN ROHRER: Questions of the Union?

14 MR. WILLIAMS: Let me ask one question: Are you saying,
15 Bob, that these fellows that did work started on that day and
16 worked actually two shifts?

17 MR. FREITAS: Yes. They worked two 8-hour shifts, back-to-
18 back; and we feel that the premium wheel the people signed up
19 for, that they should have had two shifts running.

20 MR. WILLIAMS: In other words, ten men working that
21 instead of five people working double shifts?

22 MR. FREITAS: Right.

23 MR. DWYER: Were there five men in the day crew?

24 MR. FREITAS: Yes.

25 CHAIRMAN ROHRER: Are there other questions of the Union?

26 [No response.]

1 We will hear from the Employer.

2 MR. HILLEBRAND: Local 70 filed this grievance under
3 Article 2, Section 2, of the piggy-back rider. This is the
4 section that states that P.M.T. will establish a wheel by
5 seniority bid for the purpose of rotating Saturday and holiday
6 work, and personnel bidding on this wheel will not be eligible
7 for work off any other existing Union in the area.

8 This is all it states. It does not say we can work a man
9 more than eight hours. All it says is a man will be signed
10 off a wheel.

11 Now, on this particular day, the weekend of June 19th,
12 P.M.T. had only a five-man crew scheduled at 8:00 A.M.

13 During the course of the day we increased it to two crews
14 at 8:00 A.M., or nine men.

15 We did this because of the anticipated increase in pig
16 traffic.

17 Due to the impending dock strike on Saturday, June 19th,
18 we had eight men who worked 13 hours, and one man who worked
19 11 hours; and Local 70 said nothing about this.

20 Yet they did file the grievance for June 20th. We have
21 five men who worked 15-1/2 hours and one man 13 hours and
22 one man nine. You can see they did not work double shifts.

23 Our shifts, for the panel, are 8:00 to 5:00 on the day
24 shift and 5:00 to 1:30 on the swing shift.

25 There were five men that stayed until midnight.

26 There's nothing in the piggy-back rider or contract that

1 states a man cannot work more than eight hours.

2 As I said, because of the impending dock strike, there
3 was even more work than we anticipated, because of heavy in-and-
4 outbound work of normal containers. Some of the containers
5 were getting spotty.

6 Some time prior to 5:00 P.M. all the men were asked if
7 they wanted to stay and continue working, which they did.

8 Three men decided to go home at 5:30 and one decided to
9 go home at 9:30; and the balance of the five men stayed until
10 midnight.

11 The reason we had to ask these five men to work until
12 midnight is because there was a string of 12 vans due in some
13 time around 9:00 o'clock. They did not get spotted until
14 11:00 o'clock. On the string were six freight forwarders and
15 four mail vans. They had to be spotted prior to that.

16 The crew unloaded this and these trailers were spotted.
17 They punched out and went home.

18 P.M.T. doesn't feel it violated the piggy-back rider or
19 contract to ask the men to work beyond eight hours.

20 CHAIRMAN ROHRER: Questions of the Company?

21 MR. KING: One question.

22 On this particular day, on your wheel, the five men that
23 worked those two shifts back-to-back, was there another five
24 men or sufficient amount of employees behind these men on
25 that wheel that could have worked---

26 MR. HILLEBRAND: Yes.

1 MR. KING: ---that day?

2 That's the Union's position?

3 MR. LAWLOR: Well, how many men did you have on the day
4 shift, altogether? Nine?

5 MR. HILLEBRAND: Nine men.

6 MR. LAWLOR: One of them worked until 9:30, three worked
7 to 5:30, and one worked until midnight?

8 MR. HILLEBRAND: That's correct.

9 This is due to the piggy-back rider agreement we had in
10 effect.

11 Certain men have to be there for certain duties.

12 MR. KING: They have a rider on the property.

13 CHAIRMAN ROHRER: Further questions of the Company?

14 MR. KIRBY: Yes.

15 Have you ever had this type of situation in the past?

16 MR. HILLEBRAND: As I said, on the day before, on
17 Saturday we worked some of the men 13 hours.

18 MR. KING: They didn't work two shifts back-to-back?

19 MR. HILLEBRAND: They don't work two shifts back-to-back.

20 MR. WILLIAMS: Four of them did that. That's the way I
21 understood it.

22 MR. FREITAS: Let me . . . Can I rebut?

23 CHAIRMAN ROHRER: Just a minute.

24 Are there further questions of the Company?

25 MR. DWYER: Bill, five of the men, had they worked a full
26 second shift, they would have worked until 1:30; but they

1 actually left at 1:00 o'clock?

2 MR. HILLEBRAND: Right.

3 MR. WILLIAMS: How did they work seven and a half hours?

4 MR. HILLEBRAND: There is no provision-- Well, they are
5 normally on the swing shift.

6 MR. WILLIAMS: They would only work until 1:00 o'clock.
7 That is what I am trying to get out.

8 MR. FREITAS: It is our contention, so you can understand
9 the situation: P.M.T. and we have a rider and that rider
10 provides when that backer is in operation it cannot operate
11 with less than five men. That's why the five men worked
12 back-to-back, and the others went home. They weren't involved
13 in the backer, itself.

14 When the backer operates, it operates with nothing less
15 than five.

16 We are stipulating here the Company operated the backer
17 two straight shifts on premium time and eliminated calling in
18 the extra five in order. That's within the regular backer
19 where they come in on premium time.

20 We are asking that those five men be compensated. That's
21 our case.

22 CHAIRMAN ROHRER: Any questions of the Union?

23 MR. DWYER: One question for the Company.

24 What are the normal hours of the second shift, the swing
25 shift?

26 MR. HILLEBRAND: 5:00 to 1:30.

1 CHAIRMAN ROHRER: Any further questions of either party?

2 [No response.]

3 Anything further from the Company?

4 MR. HILLEBRAND: I would like to rebut the fact that the
5 Union is stating that when we worked these men we should have
6 called an additional five people to work the second shift.

7 When these men were asked to work overtime, it was not
8 anticipated at that time we would be working a full second
9 shift. It was only anticipated we had work for three or four
10 hours; but as I pointed out, it was very heavy inbound and
11 outbound movements.

12 Unfortunately, some of these trains were delayed because
13 of this heavy container movement, and when we asked these
14 people, it was not anticipated at any time that they would be
15 working seven initial hours.

16 MR. LAWLOR: This was partially because of the train
17 being delayed?

18 MR. HILLEBRAND: The train being delayed.

19 There was a tremendous inbound and outbound movement of
20 containers.

21 This is originally why we added the two shifts in on the
22 daytime.

23 Normally we only operate Saturday and Sunday with one
24 five-man crew. We increased this Saturday and Sunday, both
25 shifts, by adding an extra crew both days; because we knew it
26 was going to be heavy, and it was heavier than we anticipated.

1 CHAIRMAN ROHRER: Further questions?

2 [No response.]

3 Anything further from the Union, not already stated?

4 MR. FREITAS: The only thing I might add is that the
5 Company was aware that the heavy load was there and they should
6 have made arrangements to have that second crew brought in.

7 CHAIRMAN ROHRER: Any further questions?

8 We will have executive session.

9 [Executive session.]

10 CHAIRMAN ROHRER: One question to the parties: There was
11 a remark made by the Company that the train was late.

12 During the period of time that the men allegedly were
13 waiting for the train to come, what were they doing?

14 MR. FREITAS: They were working.

15 MR. HILLEBRAND: They were still performing work.

16 CHAIRMAN ROHRER: OK. Thank you. The parties are excused.

17 [Executive session.]

18 MR. KING: I would like to make a motion that based on
19 the facts in this particular case, the claim of the Union be
20 upheld.

21 MR. WILLIAMS: Second the motion.

22 CHAIRMAN ROHRER: The motion was made and seconded.

23 All those in favor of the motion say "Aye".

24 Opposed?

25 The "Ayes" have it. So ordered.

26 The Company pays the \$25.

1 [Whereupon, the parties returned to the hearing room and
2 the motion was read by the reporter.]

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CASE #11-71-6362

November 15, 1971

2:40 P.M.

- - -

LOCAL 85, San Francisco, California, and
PACIFIC MOTOR TRUCKING

JOINT COUNCIL #7 DISPUTESUNION COMMITTEEEMPLOYER COMMITTEE

GEORGE ROHRER, Chairman

GORDON KIRBY

BOB WILLIAMS

CHARLES LAWLOR

GEORGE KING

THOMAS DWYER

APPEARANCES:

DAN FLANAGAN, TOM ANDRADE and ANDY LEONARD appeared on
behalf of the Union.

WILLIAM HILLEBRAND appeared on behalf of the Employer.

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CHAIRMAN ROHRER: This is Case No. 11-71-6362, Local 85
versus Pacific Motor Trucking.

The Employer panel will be . . .

MR. KIRBY: Lawlor, Dwyer and Kirby.

CHAIRMAN ROHRER: The Union panel will be Williams, King
and Rohrer.

Apearing for the Union?

MR. ANDRADE: Tom Andrade, Dan Flanagan and Andy Leonard.

CHAIRMAN ROHRER: The same party is appearing for the

1 Employer.

2 MR. HILLEBRAND: William Hillebrand.

3 CHAIRMAN ROHRER: The Union being the moving party, they
4 may proceed.

5 MR. ANDRADE: Under the bidding, under the new Agreement,
6 we bid classifications which are in Article 53, hourly and
7 daily wage rates.

8 On classifications you don't bid a job, you bid money.

9 This employee, Mr. Hansen, bid on--I don't know whether
10 it was a graveyard shift or swing shift--either one is the
11 same thing; but he bid a forklift which is a classification.
12 They eliminated it, the forklift, on his particular shift
13 which is his classification.

14 The Union contends that he's eligible to bump anybody in
15 any shift, according to his seniority in that particular
16 classification, which is forklift.

17 The man claimed that he can bid or can bump anybody out-
18 side of his classification within any shift.

19 In other words, what the man wanted to do--and may I say
20 for the reocrd, the Company has no objection either one way
21 or the other here--what the man wanted to do was turn around
22 and take Georgie King's bid on the platform job on the same
23 shift, and this man wanted to turn around.

24 Now, the fact that his classification as forklift
25 operator was abolished, he wanted to stay on that shift and
26 bump Mr. Georgie King on a platform, which is a separate

1 classification completely.

2 What we are saying is: He cannot bump off Georgie King.
3 He can turn around and bump Tom Andrade, today, on forklift,
4 which is in this man's classification and which there was a
5 job open for this man on forklift in the daytime on the 8:00
6 to 5:00, and he did not want to take this job. He wanted to
7 stay on the 4:00 to 12:00 or the graveyard.

8 We are saying that under the classification he could turn
9 around and bump a man on a classification, but once he steps
10 away from that classification he cannot use his over-all years
11 of service to bump a man on another classification that he bid
12 on. That is why you have the bids.

13 CHAIRMAN ROHRER: Is this your case at this point?

14 MR. ANDRADE: Yes.

15 CHAIRMAN ROHRER: Questions of the Union?

16 MR. LAWLOR: If I understand you correctly, he was a
17 forklift driver on a certain shift. He wants to stay on that
18 shift, but in a different category?

19 MR. ANDRADE: Yes.

20 MR. LAWLOR: Is it your position he could stay on the
21 forklift classification?

22 MR. ANDRADE: On any shift he has seniority in that
23 classification.

24 What we are talking about here is: We are bidding classi-
25 fications. We are not bidding jobs. We are bidding money.

26 I bid a hostler job, it's "X" amount of dollars. If you

1 bid on a platform job, it's "X" amount of dollars.

2 Your platform bid is separate from the forklift or
3 hostler job or the heavy-duty, or whatever the case might be.

4 The same way as is explained there on your overtime, that
5 the man who has bid that classification, he's entitled to that
6 early start, even though he might only have one year against
7 my ten.

8 MR. LAWLOR: You do realize they bid shifts, also?

9 MR. ANDRADE: You bid classification on that shift.

10 The man is working on days.

11 MR. KING: On jitney?

12 CHAIRMAN ROHRER: Well, wait a minute.

13 Let's go off the record.

14 [Remarks outside the record.]

15 CHAIRMAN ROHRER: Let's get back on the record.

16 Any more questions of the Union?

17 MR. DWYER: I asked a question off the record: "What is
18 the fellow doing now?"

19 MR. ANDRADE: The man, right now, is doing hostler work,
20 the way I understand it.

21 MR. DWYER: Which shift?

22 MR. ANDRADE: On the day shift.

23 MR. LEONARD: He is not driving forklift.

24 MR. ANDRADE: No, because there was a hostler job open,
25 the way I understand it.

26 MR. DWYER: He didn't have to bump anybody?

1 MR. ANDRADE: No.

2 You people misunderstand one thing. What we are confronted
3 with is: This man, for whatever reason it might be, he wanted
4 to stay on the shift, either graveyard or swing shift, which
5 was the night shift.

6 MR. WILLIAMS: Well, off the record a second.

7 CHAIRMAN ROHRER: Off the record.

8 [Remarks outside the record.]

9 CHAIRMAN ROHRER: On the record.

10 MR. DWYER: Supposing there are no forklift jobs open
11 anywhere and there are, in fact, no jobs opened and he is a
12 ten-year man, let's say. Then, is he just out on the street?

13 MR. ANDRADE: No. There is no layoff, Tom.

14 He goes on the day shift.

15 MR. KING: Let's hear from the Company, first.

16 MR. WILLIAMS: Well, I think the contract is very, very
17 clear on what we are talking about here. I just don't know
18 what the problem is.

19 CHAIRMAN ROHRER: The Company proceed.

20 MR. HILLEBRAND: On this shift, the shift was eliminated.

21 MR. WILLIAMS: The whole shift?

22 MR. HILLEBRAND: The whole shift.

23 There was not a layoff. There was an elimination of the
24 shift. We felt we did not need a swing shift.

25 The Company takes the position that the man has a right
26 to exercise his seniority, to go in and bump into a job that

1 he is qualified to hold.

2 MR. WILLIAMS: If you eliminate the complete shift, is
3 what you are talking about.

4 I think the contract is clear when it says that where you
5 have an established classification on a certain shift and say,
6 for instance, you abolish that particular classification, and
7 say, for instance, that George King is holding the day shift
8 in that same classification and he's younger in seniority than
9 me, I think I have a right to bump him, as it stands now.

10 Now, if you abolish the whole shift, then I think you
11 cease to have any classification on that shift and anybody can
12 bump wherever his seniority will let him go, under this
13 contract language.

14 MR. ANDRADE: On that particular classification he has?

15 MR. WILLIAMS: He can bump now, because there ceases to
16 be any classification on that shift; because you knocked the
17 shift off and this puts everybody on free-lancing, now.

18 If you don't abolish the swing shift, you abolish his
19 job on the particular shift, then I say that you are absolutely
20 right. He can only bump in that shift.

21 MR. HILLEBRAND: The question the Company would like to
22 ask is: If we abolish, say, one forklift operator on the
23 swing shift---

24 MR. KING: Right.

25 MR. HILLEBRAND: ---and there is a day shift with no
26 junior operators and we have a man who has a forklift

1 classification, what do we do with him? We don't have a fork-
2 lift he can go into.

3 MR. WILLIAMS: He has the right to exercise his seniority
4 prior to being laid on anything he can hold.

5 MR. HILLEBRAND: If there is no junior employee, he has a
6 right to bump?

7 MR. WILLIAMS: Right.

8 MR. KING: I think Tom and I, and I think Kirby, will agree
9 that there are going to be a lot of fights over this language:
10 You bid classifications and money and shifts. I think we ought
11 to leave it right there. There's other cases.

12 Now, why wouldn't you let the guy go where he wanted to go?

13 MR. HILLEBRAND: We did, in effect.

14 MR. WILLIAMS: Tom's argument here is he couldn't go into
15 another shift at all, anything other than his classification.

16 MR. ANDRADE: Gentlemen, let me say this: This case is
17 up here and it shouldn't be up here. I will agree with you
18 that the man hasn't lost anything.

19 The only thing the man wanted to do--and I say he is
20 wrong--the man wanted to turn around and stay on the graveyard
21 shift; and let's say that this was his shift. See? Regardless
22 of whether he can go on the day shift or regardless of whether
23 he can go on the swing shift and exercise his classification
24 of bid.

25 MR. KING: Tom, you can't decide it the way you want to
26 do it.

1 If a guy bids a classification and you eliminate that
2 classification--that one classification--and he doesn't have
3 seniority to bump that classification, . . . All right?

4 He is losing money. We will say he is just losing money.
5 Then he has a right to bump wherever his seniority will take
6 him.

7 MR. ANDRADE: What Roy said--if I understood Roy--if they
8 eliminated that particular shift completely---

9 MR. KING: Everybody has a right to bump, then.

10 MR. ANDRADE: That's what he said.

11 MR. KING: What do you say about the lift guy?

12 Now, say they got on the swing shift ten men and only one
13 jitney driver. The Company decides they don't need a jitney
14 driver no more because it's premium pay, where does he go?

15 MR. ANDRADE: He goes according to classification.

16 If this happened on a swing shift and now Tom Andrade is
17 driving days on the forklift, and Tom Andrade has got less time
18 than Mr. King, then Mr. King can turn around and bump Tom off.

19 This is exactly what we are saying we can do.

20 The argument is: regardless of money, classification or
21 otherwise, the man wants to stay on that particular shift. He
22 doesn't want to move.

23 MR. KING: But there is no work.

24 MR. ANDRADE: This is what I am saying. There's no room
25 on that classification.

26 He wants to bump anybody else, he's got to go where that

1 job is.

2 MR. KING: That's not true.

3 If the Company eliminates that job--and follow me a
4 minute, now---

5 MR. ANDRADE: OK.

6 MR. KING: If the Company eliminates the job and they
7 don't afford him the opportunity to bump, then where his
8 seniority will hold, they are going to have to continue to
9 pay him.

10 Now, if they eliminate his job and there is no more lift
11 or jitney job on that shift and he wants to take a decrease in
12 pay and he has seniority, he has the right to bump a platform
13 man.

14 MR. ANDRADE: All right.

15 MR. WILLIAMS: And the contract says that.

16 MR. ANDRADE: This man is on the 4:00 to 12:00 shift, OK,
17 as a forklift operator, which is a classification---

18 MR. KING: You said that three times.

19 MR. ANDRADE: Mr. King, will you please show me the
20 courtesy of explaining this to you.

21 MR. KING: You told us three times.

22 MR. ANDRADE: This forklift operation is eliminated,
23 completely abolished.

24 This man, now, with his years of service with the Company--
25 and there is a forklift operation which is his classification
26 on the 12:00 to 8:00--he has got the right, if he wants to, to

1 bump that man.

2 OK, so far?

3 MR. KING: All right.

4 MR. ANDRADE: Now, there is none on the 12:00-to-8:00
5 forklift operation.

6 MR. KING: You said there was.

7 MR. ANDRADE: I said, if there was, he had the right.

8 Now, let's say there isn't; but there is one on the
9 8:00-to-5:00, which is a classification that he bid on.

10 Now, he has got the right, if he has got the whiskers, to
11 bump this man that's got the forklift. He does not want this.
12 He does not want the 8:00-to-5:00. He wants to stay on the
13 12:00-to-8:00 as a platform man.

14 In order for him to stay--which this is not the classifi-
15 cation which he bid--he is going to bump George King off that
16 shift.

17 MR. KING: He has got that right.

18 MR. ANDRADE: No, he doesn't.

19 MR. KING: The hell he doesn't!

20 It's a classification by shift.

21 MR. ANDRADE: That's right.

22 MR. KING: If he decides to get off, he don't have that
23 right.

24 If the Company says to George King, "You bid fork"--right?

25 MR. ANDRADE: Yes.

26 And that is one year.

1 MR. KING: Right.

2 Now, the Company decides they are no longer going to
3 have that fork---

4 MR. ANDRADE: Well, if this is the case, Mr. King, and
5 the Chair, here, I am going to say that this is according to
6 the Agreement and you were never so right; and I am glad you
7 brought it up.

8 This is an annual bid and therefore that bid is for one
9 year.

10 MR. KING: As long as they---

11 MR. ANDRADE: Hold it!

12 They didn't disturb it. The Employer disturbed it.

13 The whole barn becomes open for bid.

14 CHAIRMAN ROHRER: Wait a minute.

15 Fellows, we have been listening very patiently.

16 Is there anything further in the case which hasn't been
17 brought out?

18 MR. HILLEBRAND: Nothing that I can think of.

19 CHAIRMAN ROHRER: Are there any questions from the panel?

20 [No response.]

21 Are there any questions from the panel?

22 If not, excuse the parties.

23 [Executive session.]

24 MR. LAWLOR: Since Mr. Hansen's bid position was abolished
25 he then had the right to exercise his seniority, to place him-
26 self in any shift and classification that his seniority would

1 allow him.

2 MR. KIRBY: Second the motion.

3 CHAIRMAN ROHRER: All those in favor of the motion, say
4 "Aye".

5 Those opposed?

6 The "Ayes" have it. So ordered.

7 The fee is split between the parties.

8 [Whereupon, the parties returned to the hearing room and
9 the motion was read by the reporter.]

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1 CASE #11-71-6353

November 16, 1971

9:30 A.M.

2
3 ---oOo---4 LOCAL 70, Oakland, California, and
5 PACIFIC OXYGEN6 JOINT COUNCIL #7 DISPUTES7 UNION COMMITTEE8 EMPLOYER COMMITTEE

9 GEORGE ROHRER, Chairman

GORDON KIRBY

10 GEORGE KING

CHARLES LAWLOR

11 AL WINTERS

THOMAS DWYER

12 APPEARANCES:

13 DICK SARMENTO and BOB FREITAS appeared on behalf of the
14 Union.

15 WILLIAM JOSEPHIAN appeared on behalf of the Employer.

16
17 ---oOo---18 CHAIRMAN ROHRER: For the record, this is Case No.
19 11-71-6353, Local 70 versus Pacific Oxygen.

20 The Company panel will be . . .

21 MR. KIRBY: . . . Lawlor, Dwyer and Kirby.

22 CHAIRMAN ROHRER: The Union panel will be King, Winters
23 and Rohrer.

24 Appearing on behalf of the Union?

25 MR. SARMENTO: Dick Sarmento.

26 MR. FREITAS: Bob Freitas.

1 CHAIRMAN ROHRER: Appearing on behalf of the Employer?

2 MR. JOSEPHIAN: Bill Josephian.

3 MR. KING: I would like to ask a question before we hear
4 the case.

5 I would like to know if there is a signed document between
6 the parties.

7 MR. SARMENTO: Yes.

8 MR. KING: What contract?

9 MR. SARMENTO: Proprietary Cryogenic Agreement.

10 MR. DWYER: Is that done by this group?

11 MR. KING: Well, they asked me to ask the question down
12 in the Main Committee.

13 MR. WINTERS: Down in the Joint Council No. 7?

14 MR. WYCKOFF: It was referred up here because it was the
15 Cryogenic Contract.

16 We didn't even have a copy at the time.

17 MR. KING: What is the grievance?

18 MR. FREITAS: It is a two and two situation.

19 We referred it to the Western Joint Committee.

20 MR. KING: I move that we hear it.

21 MR. KIRBY: Can you point out the section?

22 MR. SARMENTO: It's two cases, though.

23 They shot it up here as one case.

24 MR. LAWLOR: It was deadlocked?

25 MR. SARMENTO: Yes.

26 MR. KING: All of our attorneys was worried about was

1 whether there was a valid agreement; therefore, I move we
2 hear the case.

3 MR. DWYER: It has to show it has been referred to this
4 body at some time.

5 CHAIRMAN ROHRER: It has been referred.

6 MR. DWYER: In the contract, itself?

7 MR. FREITAS: On the deadlocked matters it provides in
8 Section 5: "All cases on which the Committee reaches a deadlock
9 may be submitted to an impartial arbitrator for a decision
10 only if a majority of the Committee so decides. Otherwise,
11 either party shall be permitted all legal or economic recourse,
12 including strike or lockout action, except as stated in Sections
13 3(d) 4."

14 Section 4: "In the event any matter is deadlocked and as
15 a result, a work stoppage is threatened which would involve
16 one or more affiliated Local Unions outside of Joint Council 7,
17 the matter shall be submitted to the Joint Western Committee
18 in accordance with the procedures there provided."

19 MR. KING: I move we hear the case.

20 CHAIRMAN ROHRER: The motion has been made.

21 MR. DWYER: Second the motion.

22 CHAIRMAN ROHRER: All those in favor of the motion say
23 "Aye".

24 Opposed?

25 The "Ayes" have it. So ordered.

26 MR. SARMENTO: The only thing I want to put in the record

1 is there are two cases.

2 CHAIRMAN ROHRER: No.

3 The agenda shows two cases coming up here: 8-71-LD-6551
4 and 6552. It is posted as 6353. They are both here.

5 MR. SARMENTO: OK.

6 The Union is claiming in April of 1970 we negotiated a
7 contract with Pacific Oxygen; and in that contract we nego-
8 tiated the same language . . . 45 extra hours for an individual
9 that goes on vacation.

10 We also negotiated in the contract--and you have to look
11 at the contract--that on January 5th, 1971 the Health and
12 Welfare Trust would be changed from the East Bay Drayage into
13 Plan "1000", which would be a cheaper plan.

14 I will take the one item first. The Company refused to
15 pay the 45 extra hours to each employee who took vacations.

16 After April, after the contract was signed--and we
17 claim that once the contract was signed, even if it was
18 signed in August--if an individual took a vacation that year,
19 he was entitled to the five extra hours on the vacation
20 schedule when he took the vacation after April 1st of 1970.

21 That is the case for vacations.

22 The Health and Welfare case was that the Company was
23 paying a higher rate from April to January 1st of 1971. It
24 was about \$62 or \$58.

25 In the contract we negotiated, we put the language in
26 there as of January 1st, 1971, that would change the plan to

1 give the Company a little bit of relief into the Plan "1000"
2 which would give people better coverage and a cheaper plan for
3 the people to pay.

4 January 1st of this year, the Company sent in the trust
5 form and the plan was changed. Then the Company withdrew,
6 from April to December they withdrew money from the employees'
7 checks which amounted to \$82 per member, saying it wasn't
8 their fault. We negotiated the contract and we reserved the
9 money from the checks.

10 We feel it was in effect from January and the Company
11 was obligated to pay it. On January 1st when the trust was
12 changed over to the Plan "1000" they had a right to pay less
13 money in the plan, as the trust calls for; and the money they
14 withheld for the eight months should be reimbursed back to
15 the members.

16 That's the basic facts in the case.

17 CHAIRMAN ROHRER: Questions of the Union?

18 MR. LAWLOR: The eight-month period you are talking about
19 is what period of time?

20 MR. SARMENTO: From April 1970 to December 31, 1970.

21 MR. LAWLOR: To when?

22 MR. SARMENTO: January 1st, 1971.

23 MR. LAWLOR: The other period of time you referred to,
24 from April through January, you meant from April '70, then,
25 to January 1st, '71?

26 MR. SARMENTO: Yes, for vacation.

1 CHAIRMAN ROHRER: Further questions of the Union?

2 MR. JOSEPHIAN: What date was the contract signed?

3 MR. SARMENTO: Probably September.

4 Everything was negotiated retroactive to September 1st.

5 CHAIRMAN ROHRER: We will hear from the Employer.

6 MR. JOSEPHIAN: The Union is claiming additional compen-
7 sation for each week vacation to be paid to employees.

8 "Each employee having one or more years of seniority shall
9 receive forty-five hours' pay for each week of paid vacation
10 due."

11 There was no vacation pay due when the contract was signed.
12 In other words, vacations were over with. This was not any
13 problem.

14 The contract clearly states and refers to the new contract.
15 It says nothing about improving conditions of the previous
16 contract one year later.

17 No complaint was made until after 45 days after the con-
18 tract was signed. That's on the five hours' time.

19 On the second case, the Union claims the Company deducted
20 overpayment of Health and Welfare contributions from employees'
21 pay.

22 For 34 previous years it was an established practice for
23 the Company to pay the same rates and working hours and bene-
24 fits as the Local Trucking Association.

25 In 1970 the Union violated its long-standing past-practice
26 rule and struck the Company to enforce a separate agreement

1 called the "Cryogenic Agreement". The agreement was finally
2 signed in December of 1970. During this time the Company
3 paid the increases in wages and Health and Welfare contribu-
4 tions according to California Trucking Association rates.

5 The new contract provided for wage increases and reduced
6 Health and Welfare contributions, which meant that wages were
7 underpaid and Health and Welfare contribution overpaid.
8 The employees got the benefit of the protection the Company
9 paid for. Since employees were paid wage increases retro-
10 actively, the welfare contribution must also be adjusted
11 retroactively. The only way to do this was to withhold from
12 the employees because they received the benefit.

13 Article 7, Section 2, Collective Bargain Agreement: "All
14 claims must be submitted to the Grievance Committee within
15 45 days of the occurrence of the matter on which the claim is
16 based."

17 The Union's claim is: these cases were not raised until
18 more than 45 days after the occurrences complained of. The
19 matters complained of occurred January 3, 1971.

20 CHAIRMAN ROHRER: Are there questions of the Company?

21 MR. KIRBY: I am confused.

22 First of all, I would like to hold our discussions to
23 the first issue, which is vacations, until we can clarify
24 that, and then go into the Health and Welfare matter, second.

25 Can you read us the vacation clause, Mr. Josephian, from
26 the contract that was agreed to?

1 MR. JOSEPHIAN: [Article 19. Vacations.]

2 "Employees with one (1) year and less than three (3)
3 years of service with an employer shall receive two (2)
4 weeks (12 working days) of vacation with pay each year.
5 Employees with three (3) years and less than ten (10)
6 years of service shall receive three (3) weeks (15 work-
7 ing days) of vacation with pay each year. Any employee
8 who has ten (10) years of service or more shall receive
9 four (4) weeks (20 working days) of vacation with pay
10 each year.

11 "Each employee having one or more years seniority
12 shall receive forty-five hours pay for each week of
13 paid vacation due."

14 MR. KIRBY: Repeat that place again?

15 MR. JOSEPHIAN: "Each employee having one or more years
16 seniority shall receive forty-five hours pay for each week of
17 paid vacation due."

18 MR. DWYER: When was that in effect?

19 MR. JOSEPHIAN: Since the contract has been in effect.

20 CHAIRMAN ROHRER: When was the effective date of the
21 contract?

22 MR. JOSEPHIAN: I guess it goes back to April, 1970.

23 MR. DWYER: Was it your contention that the vacations
24 were all paid under the old contract?

25 MR. JOSEPHIAN: Right.

26 And they were over with.

1 MR. LAWLOR: Vacations were taken after April, but taken
2 under the old contract?

3 MR. JOSEPHIAN: Yes, because the new contract wasn't
4 signed until December, 1970.

5 MR. KING: Did you have any employees that had an anni-
6 versary date or did you have any employees (this is two ques-
7 tions in one) that took their vacations prior to the signing
8 of this agreement? They actually took their vacations?

9 MR. JOSEPHIAN: I don't know.

10 I leave that pretty much up to the employees' convenience.
11 We don't control them that closely.

12 MR. DWYER: Does the provision of the contract, in effect,
13 say that all the provisions of the contract start as of the
14 1st of April?

15 MR. KING: This is his position.

16 The position of the Employer is that since the Union took
17 the position and deviated--as I understand his argument origi-
18 nally--deviated from the trucking company contract, that this
19 was a new contract and anything he negotiated under this
20 contract did not take effect until April.

21 MR. LAWLOR: December.

22 MR. KING: December. Yeah.

23 MR. DWYER: Inasmuch as the contract says, "Effective as
24 of April", is there any part of that contract that specifically
25 states it is not effective the 1st of April?

26 MR. JOSEPHIAN: It was paid maybe June or July or May.

1 MR. WINTERS: After April 1st.

2 MR. LAWLOR: Was some paid prior to April 1st?

3 MR. JOSEPHIAN: Could be. I am not sure, but it could be.

4 MR. SARMENTO: There is no claim before April 1st.

5 MR. WINTERS: Did you go back and pick up retroactive pay?

6 MR. KIRBY: Well, I would like to get this statement on
7 the record Would you repeat your claim, Dick?

8 MR. SARMENTO: My claim is that: Under the new agreement,
9 effective April 1st, 1970, any employee from the Company that
10 took a vacation after that is entitled to it.

11 MR. KIRBY: In all or in part?

12 MR. SARMENTO: He is entitled to five extra hours per week.

13 MR. DWYER: Pardon me, Dick---

14 MR. KIRBY: He has got it reversed.

15 MR. KING: He is basing his argument on the decision that
16 came out of the National Committee.

17 MR. DWYER: Dick, if a fellow started the 1st of January,
18 1971, and took a vacation in November, after eleven months, you
19 said that the period from April through November should be the
20 extra five hours, not the period of January through April.

21 MR. SARMENTO: Right.

22 MR. LAWLOR: He misunderstood you, Tom.

23 You are not figuring proration.

24 Let's say the man started in July of last year and he took
25 his vacation in July of '70; he would receive a proration of
26 that five hours just for a few months. From April to July, he

1 would receive the entire five hours.

2 MR. SARMENTO: That's right.

3 Mr. Josephian's employees, they got over five years of
4 service or more.

5 We negotiated April 1st. We ended negotiations in
6 September, retroactive both contracts, since April 1st, 1970.

7 MR. KING: This is the argument.

8 MR. JOSEPHIAN: But this is a new contract and we canceled
9 that out and are paying more money for it now.

10 MR. KING: Isn't this your argument, Mr. Josephian: Over
11 the years, historically, you have operated under the old
12 Draymen's Agreement and the California Trucking Association.

13 Then, on this given date, the Union came in and said that
14 because you have the Cryogenic thing, whether they took
15 economic action or not, you sat down and negotiated with the
16 Union a Cryogenic Agreement.

17 MR. JOSEPHIAN: Right. Under duress.

18 MR. KING: OK. He had a gun in his hand!

19 [Laughter.]

20 Anyway, let me say this: It is now your position when
21 you did this, in December when you completed the contract,
22 there was no provision for retroactive pay?

23 MR. JOSEPHIAN: That's right.

24 MR. KING: Up to December, everybody had taken their
25 vacation.

26 The Union position is that since you sat down and

1 negotiated, whether it was under duress or not, that you are
2 obligated to pay back to the expiration date of that contract
3 or whatever they negotiated. That's their position.

4 MR. JOSEPHIAN: The vacation was earned in the prior year.

5 MR. KING: That's another argument.

6 But isn't that your position?

7 MR. JOSEPHIAN: That's right.

8 CHAIRMAN ROHRER: Is everybody clear on that?

9 MR. LAWLOR: How were the wages handled?

10 Was everybody retroactive?

11 MR. JOSEPHIAN: Yes.

12 CHAIRMAN ROHRER: Just a minute.

13 I think the problem is on the table on the vacation
14 contract. It doesn't say anything more, for or against; but
15 it is effective April 1, 1970.

16 That is the key.

17 MR. JOSEPHIAN: One thing . . . "Paid vacation due"; now
18 there is no vacation pay due because it's been paid.

19 CHAIRMAN ROHRER: There was a vacation pay due.

20 You only paid part of the vacation and never gave them
21 retroactive payment for the rest of them; but we will leave
22 that for executive session.

23 Everybody should be clear on the vacations.

24 Are you clear on vacations?

25 MR. LAWLOR: Yes.

26 CHAIRMAN ROHRER: Let's move into the Health and Welfare

1 thing.

2 MR. JOSEPHIAN: Want to ask questions on it?

3 MR. KIRBY: Yes. I would like to ask questions.

4 The Health and Welfare, as we understand it, was changed
5 by your negotiations, effective January 1, 1971 to the
6 warehouse Plan "1000"?

7 MR. JOSEPHIAN: Yes.

8 MR. KIRBY: And the men were covered prior to that time
9 under the East Bay Security Fund or the Drayage Fund, is that
10 correct?

11 MR. JOSEPHIAN: Right.

12 MR. KIRBY: You then paid from April 1st to January 1,
13 the security funds or the Drayage Security funds?

14 MR. JOSEPHIAN: Right.

15 MR. KIRBY: On January 1, 1971, you switched over to the
16 Plan "1000"?

17 MR. JOSEPHIAN: Right.

18 MR. KIRBY: If I understood the Union correctly, at that
19 point in time, you then deducted from the mens' pay, the
20 difference?

21 MR. JOSEPHIAN: Between the two plans.

22 MR. KIRBY: Dating back to April 1, 1970?

23 MR. JOSEPHIAN: Yes.

24 MR. KIRBY: What gave you the justification for that?

25 MR. JOSEPHIAN: Well, the contract says so much wages and
26 it had more of the costs than normal.

1 Since everybody else is going back to April 1st, well,
2 it should be by that basis.

3 The justification is they got additional protection
4 while we were under the other plan.

5 MR. KIRBY: I don't understand that.

6 MR. JOSEPHIAN: Well, I am not acquainted--

7 MR. KING: Kirby, let me tell you what he is saying.

8 He is saying that because they negotiated the wages and
9 gave the increase, he took out the difference back; because
10 he said he paid retroactive pay. The reason why he said they
11 got extra protection was--even though it was less money--the
12 Plan "1000" afforded better benefits for the men.

13 MR. JOSEPHIAN: I didn't say that.

14 All I am saying is: The contract is supposed to cost me
15 so much per hour, including fringe benefits--

16 MR. KING: That's your problem. That's not what you
17 negotiated.

18 MR. JOSEPHIAN: Well, it says that as of December 20th
19 I couldn't very well be expected to pay all this at a higher
20 rate and come back and pick it up.

21 MR. KING: I can understand what you are saying.

22 MR. LAWLOR: Let me ask you this: You say they received
23 better benefits?

24 MR. JOSEPHIAN: Prior to this, but it was more expensive
25 and better benefits.

26 MR. LAWLOR: I understood the cheaper plan afforded the

1 men better benefits.

2 MR. SARMENTO: Right.

3 MR. JOSEPHIAN: I don't know whether they do or not.

4 It costs me more money.

5 MR. KING: Where did it cost you more money?

6 MR. KIRBY: That's an assumption on your part.

7 MR. JOSEPHIAN: That's right.

8 MR. KIRBY: The basic plan is a lousy plan.

9 CHAIRMAN ROHRER: Thanks, Kirby.

10 MR. KIRBY: That's why it costs more . . . unfortunately.

11 MR. KING: That's true.

12 MR. JOSEPHIAN: The employees still got more money than
13 the regular California Trucking Association members. So what's
14 the big bitch?

15 I'm not penalizing them or anything.

16 MR. FREITAS: Can we say something?

17 MR. KIRBY: Why does the Union state it is payable as of
18 January 1? Does the contract have an effective date on health
19 and welfare?

20 MR. SARMENTO: Article 20, Section 1: "Effective December
21 31, 1970 the employer will discontinue paying sums into the
22 East Bay Drayage Drivers' Security Trust Fund.

23 "2. Effective January 1, 1971, the employer shall pay
24 the sum of forty-six dollars (\$46) per month per eligible
25 employee (based on hours worked in December 1970) into the
26 California Teamsters Welfare Trust Fund-Policy 1000 . . ."

1 MR. DWYER: What payments did he make?

2 MR. SARMENTO: Payments at that time on the Plan "1000"
3 for better coverage for the members was \$56 and was a cheaper
4 plan with better coverage for the members.

5 The Plan is handled through the Western Conference of
6 Teamsters because it is the biggest group.

7 The East Bay Drayage Plan he was paying \$62.

8 MR. DWYER: Did he pay \$62?

9 MR. SARMENTO: He was paying \$62 from April to December.
10 Then the new plan went into effect January 1st. He took that
11 money out of the members' checks.

12 We are claiming the money should be--

13 MR. FREITAS: What we were offered in negotiations was a
14 reduced health and welfare plan to the Cryogenic Association;
15 and we were offered the plan at that time which was much
16 cheaper than the East Bay Drayage, and afforded better coverage
17 and still does to this day.

18 He is paying \$60 versus \$74.

19 We made it an effective date of January 1, based on the
20 December hours; but April through December, 1970 he paid the
21 East Bay Drayage Plan.

22 When we went into the Plan "1000" he deducted all the
23 monies that cost him in the East Bay Drayage Plan from April
24 to December, from the employees' pay checks.

25 MR. ROHRER: I think we have to case on the record.

26 The parties will be excused.

1 [Executive session.]

2 MR. KING: I make a motion that the claim of the Union
3 be upheld, based on the Cryogenic Agreement between the
4 Company and the Union.

5 MR. WILLIAMS: Second the motion.

6 CHAIRMAN ROHRER: The motion has been made and seconded
7 that the Union claim be upheld based on the Cryogenic Agreement
8 between the Company and the Union.

9 All those in favor of the motion answer by the usual sign.
10 Opposed?

11 The "ayes" have it. So ordered.

12 The Company pays the \$25.

13 [Whereupon, the parties returned to the hearing room and
14 the motion was read by the reporter.]

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CASE #11-71-6345

November 16, 1971

9:55 A.M.

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LOCAL 70, Oakland, California, and
ASSOCIATED FREIGHTLINES

JOINT COUNCIL #7 DISPUTESUNION COMMITTEEEMPLOYER COMMITTEE

ROY WILLIAMS

GORDON KIRBY

GEORGE KING

CHARLES LAWLOR

AL WINTERS

THOMAS DWYER

APPEARANCES:

LOU RIGA appeared on behalf of the Union.

BILL OBERN appeared on behalf of the Employer.

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CHAIRMAN ROHRER: This is Case No. 11-71-6345, Local 70
versus Associated Freightlines.

The Company panel will be . . .

MR. KIRBY: . . . Lawlor, Dwyer and Kirby.

CHAIRMAN ROHRER: The Union panel will be Williams, King
and Winters.

Appearing on behalf of the Union?

MR. RIGA: Lou Riga.

CHAIRMAN ROHRER: Appearing on behalf of the Company?

MR. OBERN: Bill Obern.

1 CHAIRMAN ROHRER: The Union may proceed.

2 MR. RIGA: Thomas Tilly, the employee involved here,
3 went on sick leave June 29th, 30th, July 1st, 2nd, 1971.

4 He had taken all the sick leave for the preceding sick
5 leave year. The preceding sick-leave year would have ended
6 June 30th.

7 On July 1, 1971 he was entitled to six days' sick leave
8 under the new contract year for the new sick-leave year and
9 the Company paid him only one day sick leave, claiming that
10 he would have to lose the July 1st day because this was the
11 start of the new sick-leave year.

12 Under the contract, the Company felt he should lose one
13 day and receive sick leave on the second day of the new contract
14 year which would be July 2nd.

15 I, myself, could not understand this. It's the first
16 time I was exposed to this sort of thing.

17 The Company, as I understand it, was instructed by the
18 C.T.A. to make this decision; and I am requesting a day's pay
19 for July 1st, 1971.

20 That's the Union's case.

21 CHAIRMAN ROHRER: Questions of the Union?

22 MR. WINTERS: When did he get sick?

23 MR. RIGA: The first day off is June 29th.

24 MR. WINTERS: He was off until when?

25 MR. RIGA: Until July 2nd.

26 CHAIRMAN ROHRER: Further questions of the Union?

1 MR. LAWLOR: Do you mean he returned, then, on July 3rd?
2 He was still off on the 2nd?

3 MR. RIGA: He was off a total of four days.

4 CHAIRMAN ROHRER: Any further questions?

5 [No response.]

6 The Company proceed.

7 MR. OBERN: Mr. Riga stated he was off June 29th, 30th,
8 July 1 and 2; however checking into this matter I find that
9 we had actually made a clerical mistake on the situation.

10 Our position is that Mr. Tilly would not have been
11 eligible for sick leave until he actually returned to work
12 which would be the 3rd of July. Actually, he shouldn't have
13 been paid for the 1st or the 2nd.

14 Our position is that when he returned to work that his
15 sick leave is reinstated, and he can't obtain the sick leave
16 until he returns to work.

17 That's our position.

18 CHAIRMAN ROHRER: Questions of the Company?

19 MR. LAWLOR: If I understand you correctly, you paid him
20 for July 2nd in error, because he hadn't returned to work to
21 qualify for his additional six-day leave in the new contract
22 year?

23 MR. OBERN: That's correct.

24 MR. KIRBY: You are saying: Therefore, all he has to
25 do is come back and plug in; in other words, work a day. Then,
26 if he is sick, his sick leave runs its course again?

1 MR. OBERN: Correct.

2 CHAIRMAN ROHRER: Further questions of the Company?

3 [No response.]

4 Anything from the Union on rebuttal?

5 MR. RIGA: Yes.

6 We have a three-year contract, not one year.

7 In that three-year agreement, we have the opportunity
8 to have sick leave given to us on July 1 of each year.

9 If the man is off on June 29th, that man should be
10 entitled to any sick leave credit he might accrue during the
11 time of his absence.

12 Just because he accrued an additional six days on July 1,
13 is no reason why the Company should disallow him his rights
14 under this contract or agreement.

15 And the Union, here, feels emphatically that--and as I
16 say, this is the first time I have ever been exposed to any-
17 thing like this in Local 70--we feel the man was denied his
18 rights under this contract and we feel he should be paid
19 additional pay.

20 CHAIRMAN ROHRER: Questions of the Union?

21 [No response.]

22 Anything further from the Employer?

23 MR. OBERN: No.

24 CHAIRMAN ROHRER: Excuse the parties.

25 [Executive session.]

26 MR. KING: I want to make a motion that the claim of the

1 Union be upheld.

2 MR. WINTERS: Second the motion.

3 CHAIRMAN ROHRER: All those in favor of the motion answer
4 by the usual sign.

5 Opposed?

6 The "ayes" have it. So ordered.

7 The Company pays the \$25.

8 [Whereupon, the parties returned to the hearing room
9 and the motion was read by the reporter.]

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CASE #11-71-6354

November 16, 1971

10:20 A.M.

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LOCAL 70, Oakland, California, and
SEA-LAND SERVICE

JOINT COUNCIL #7 DISPUTESUNION COMMITTEEEMPLOYER COMMITTEE

ROY WILLIAMS

GORDON KIRBY

GEORGE KING

CHARLES LAWLOR

AL WINTERS

THOMAS DWYER

APPEARANCES:

DICK SARMENTO, MARTY FRATES, LARRY FITCH and HOWARD
appeared on behalf of the Union.

SAL MARINO appeared on behalf of the Employer.

ALSO PRESENT:

STAN WYKOFF, Secretary.

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CHAIRMAN ROHRER: This is Case No. 11-71-6354, Local 70
versus Sea-Land Service.

The Employer panel will be

MR. KIRBY: . . . Lawlor, Dwyer and Kirby.

CHAIRMAN ROHRER: The Union panel will be Williams, King
and Winters.

Appearing on behalf of the Union?

MR. SARMENTO: Dick Sarmento.

1 CHAIRMAN ROHRER: Appearing on behalf of the Company?

2 MR. MARINO: Sal Marino.

3 CHAIRMAN ROHRER: This is a discharge case. The Company
4 may proceed.

5 There are two discharge cases.

6 MR. WYKOFF: 6563 and 6564 were referred as one case.

7 MR. KIRBY: What are the employees' names?

8 MR. WYKOFF: Larry Fitch.

9 We have Larry Fitch on one which is 6563; and Howard Boyd
10 on 6564.

11 CHAIRMAN ROHRER: Let's take the Fitch case first.

12 MR. MARINO: One second.

13 This is up here as an untimely issuance of discharge
14 letters.

15 CHAIRMAN ROHRER: What is Article 6, Section 2 of the
16 Sea-Land Agreement?

17 MR. MARINO: That relates to the timeliness of it.

18 MR. KIRBY: That's the grievance procedure.

19 MR. MARINO: It is the timeliness of the letters.

20 CHAIRMAN ROHRER: Off the record.

21 [Remarks outside the record.]

22 CHAIRMAN ROHRER: Excuse the parties.

23 [Executive session.]

24 MR. KING: I make a motion that the cases be heard on
25 their merits.

26 MR. KIRBY: Second the motion.

1 CHAIRMAN ROHRER: The motion has been made and seconded.
2 All those in favor of the motion answer by the usual sign.

3 Opposed?

4 The "ayes" have it. So ordered.

5 [Whereupon, the parties returned to the hearing room
6 and the motion was read by the reporter.]

7 CHAIRMAN ROHRER: In the discharge cases of Fitch and
8 Boyd, let's take the case of Larry Fitch, first.

9 The Employer may proceed.

10 MR. MARINO: The Company claims that on February 24, 1971,
11 Mr. Fitch walked off his job by failing to return after his
12 rest period. No notice was given to his supervisor that he
13 would not return.

14 The Company issued an intent to discharge on failure to
15 perform assigned duties and for leaving the job without prior
16 approval.

17 CHAIRMAN ROHRER: Is that your case?

18 MR. MARINO: Yes.

19 CHAIRMAN ROHRER: Questions?

20 MR. DWYER: When did you give that notice?

21 MR. MARINO: Which one?

22 MR. DWYER: The written notice?

23 MR. MARINO: The written notice, it was--let's see . . .
24 it was mailed on March 1st.

25 MR. DWYER: When did he walk off the job.

26 MR. MARINO: February 24th.

1 CHAIRMAN ROHRER: Further questions of the Employer?

2 [No response.]

3 The Union may proceed.

4 MR. SARMENTO: The Union is claiming that Boyd and Fitch--
5 Fitch, first, is identical to the same type of case.

6 Mr. Boyd rides home and to work with Mr. Fitch; and on
7 December 24th they worked a half day or a little over a half
8 day; and they did notify the Employer they were going home.

9 I want the individual, Mr. Fitch, to make his statement.

10 The case is basically facts based on argument: Did they
11 walk off the job or did they go home without asking permission
12 from the Employer.

13 Mr. Fitch?

14 MR. FITCH: I did tell the supervisor--his name is "Mac"--
15 that I was going home. I had a witness there when I did tell
16 him, because I wasn't feeling well.

17 CHAIRMAN ROHRER: Anything further?

18 MR. DWYER: I am a little confused.

19 I think you said "December 24th".

20 MR. SARMENTO: That's what I said . . . Oh!

21 I meant "February". I'm sorry.

22 MR. KING: You got so many grievances, you got them back-
23 dated.

24 MR. DWYER: At this point in time when you said you were
25 going home, what did he say?

26 MR. FITCH: He said, "All right."

1 CHAIRMAN ROHRER: Anything further from the Union on the
2 Fitch case?

3 MR. SARMENTO: Yes.

4 One statement pertinent to the case: This case was filed
5 in February, was heard; and the Company, I would say, had
6 ample time to bring the case or have it filed before this
7 committee or the Joint Council Committee.

8 The Company didn't move against the individual until
9 August when we refiled the case to be heard.

10 I feel, on this point, it is unjust to let employees of
11 a company sit in limbo for six months before a company moves
12 into the second step.

13 I feel if he was sincere in making the move, under the
14 procedures of the contract, he should have moved rapidly into
15 the next step.

16 If we had any disagreement that the case be heard at that
17 time, it still don't excuse the company for filing the case
18 late.

19 They could have retained the jurisdiction in the agenda
20 until we eliminated the case.

21 He didn't move against the individual for six months.
22 Six months he refiled the same case and it sat in limbo.
23 For that reason, we say the discharge should be dropped and
24 the guy reinstated.

25 CHAIRMAN ROHRER: Questions?

26 MR. KIRBY: Dick, was the same testimony presented on

1 behalf of the Union at the local level?

2 I am talking about your two-and-two level?

3 MR. SARMENTO: Yes.

4 MR. KIRBY: The man reported to his supervisor he was
5 ill, and had permission to go home?

6 MR. SARMENTO: If you expect me to say exactly what
7 transpired--

8 MR. KING: Wait a minute.

9 Don't answer that question.

10 Was Fitch there?

11 MR. SARMENTO: Yes.

12 MR. KIRBY: Ask Fitch the question.

13 MR. SARMENTO: I'm sorry, Fitch wasn't there.

14 MR. FITCH: When was that?

15 MR. SARMENTO: When we had the local grievance hearing.

16 MR. FITCH: No.

17 That was the next day they had it.

18 MR. LAWLOR: Does anybody know if the supervisor that
19 was allegedly involved in the conversation, whether he was
20 part of the conversation?

21 MR. KING: Ask the Employer.

22 MR. MARINO: No.

23 MR. DWYER: Under the grievance procedure, did you try
24 to work this out but it ended up in a deadlock, is that correct?

25 MR. SARMENTO: Yes.

26 I can give you the facts.

1 The Company wanted to drop one man and keep the other
2 on the job; and I told them "no".

3 MR. DWYER: But the net effect is: You did follow the
4 procedure and it ended up in a deadlock?

5 MR. KING: Except he has one objection, because it's a
6 discharge under the contract and the Employer is the moving
7 party.

8 He feels they were derelict by not moving and waiting
9 six months.

10 That's his argument.

11 MR. SARMENTO: Yes.

12 MR. KIRBY: Well, the same question we asked Mr. Fitch
13 . . . to you, "Was that statement brought out at your original
14 hearing?"

15 MR. MARINO: No.

16 MR. KIRBY: Were you a part of the original hearing?

17 MR. MARINO: Yes.

18 The Union's claim at that hearing were that the letters
19 of the intent to discharge were received untimely.

20 MR. DWYER: Did they state during the hearing that the
21 man had, in fact, reported to the supervisor that he was ill
22 and was going to go home?

23 MR. SARMENTO: That wasn't brought up.

24 MR. KING: The guy is honest. He is telling you what
25 happened.

26 MR. DWYER: So, the merits didn't come into play at all

1 in the lower hearing?

2 MR. KING: No, because in the two-and-two, in the
3 position of the Union it was: As far as they were concerned,
4 the employees' discharge should be withdrawn, because the
5 Company didn't file timely to move; and they stopped it right
6 there.

7 That's their position.

8 MR. DWYER: What date was that hearing. (the first one)
9 where the timely issue was brought up?

10 MR. MARINO: Here's a copy of the minutes of that meeting
11 [indicating].

12 MR. DWYER: What is the date?

13 MR. KING: March 17th, Tom.

14 MR. LAWLOR: And the incident happened on February 24th?

15 MR. MARINO: Yes sir.

16 MR. DWYER: I presume these men have been off the job
17 since that time?

18 MR. KING: They are still working.

19 They haven't lost any work.

20 MR. DWYER: This is just the intent?

21 MR. KING: Right. Right.

22 MR. DWYER: Let me ask the Company: Why is there such a
23 delay between March and this time?

24 MR. MARINO: At the particular time we are talking about,
25 from March until August, Mr. Sarmento had just been breaking
26 in, more or less, into Roy's area; and we discussed this

1 several times and it was put off until later with, "We will
2 get to it" and "We will get to it" . . .

3 And that's the way it stood.

4 MR. SARMENTO: That's not true.

5 That's not true.

6 My position to the Company was that the timeliness of
7 the discharge was untimely; and I stood on that position from
8 the first date.

9 I told him he's the moving party and if he wants to move
10 further, he must move on it. Not me.

11 MR. LAWLOR: You were aware you had to make the next
12 move?

13 MR. MARINO: Yeah, but if you read the minutes of that
14 grievance meeting, we are not talking about timeliness of the
15 Company moving to send it to the next level.

16 He is talking about the timeliness of the original intent
17 letters.

18 MR. LAWLOR: You are cognizant of the fact that you had
19 to move?

20 MR. MARINO: Yeah.

21 MR. DWYER: May I ask the Company a question?

22 You heard the testimony of Fitch that he did say to his
23 boss, in effect, "I am sick. I want to go home."

24 What is your reaction to that statement of his?

25 MR. MARINO: As far as I know, he didn't notify Mac.
26 That wasn't brought up in the letter.

1 MR. LAWLOR: Did you ever check with him, yourself?

2 MR. MARINO: My Operations Manager did, who was present
3 in that meeting.

4 MR. LAWLOR: Which was sometime prior to March 17th?

5 MR. MARINO: Yes.

6 At this meeting it was the timeliness of the letters.
7 That wasn't discussed.

8 MR. LAWLOR: It was recently that somebody asked the
9 supervisor or did somebody remember back in February that
10 Mr. Fitch happened to tell him he was sick?

11 MR. MARINO: When he was looking for the guys he was
12 asked, "Did they tell you they were going home?"

13 He said, "No. We don't know where they are at."

14 I am sure that if the supervisor was told they were
15 going to go home, that he wouldn't be out looking for them.

16 CHAIRMAN ROHRER: Let's go to the Boyd case.

17 MR. SARMENTO: The Boyd case is exactly the same.

18 MR. KING: No.

19 You said that one rides with the other; so Boyd can either
20 substantiate that he asked.

21 And if Boyd went home, certainly Boyd had to tell the
22 supervisor he was going home.

23 So, let Boyd tell what happened that day.

24 MR. BOYD: I told the supervisor I was going home with
25 Larry, because I didn't have any way to get home.

26 MR. KING: Is this the same supervisor they are talking

1 about?

2 MR. BOYD: Yes.

3 MR. KING: Do you ride with Fitch, today?

4 MR. BOYD: Yes I do.

5 MR. KING: How long you been riding with Fitch, roughly?

6 MR. BOYD: Eighteen months.

7 MR. KING: You both start at the same time?

8 MR. BOYD: No. We have been working a little over three
9 years.

10 We just started riding together since we bid this barn.

11 MR. KING: But you fellows usually start the same time.
12 If one comes in early, you wait for the other guy?

13 MR. BOYD: Yes.

14 MR. DWYER: Did you approach the gentleman at or about
15 the same time?

16 MR. BOYD: No sir.

17 MR. DWYER: What is the time lapse?

18 MR. BOYD: A half hour, maybe.

19 I don't know.

20 MR. DWYER: Did you work in the same general area?

21 MR. BOYD: No.

22 I think he was working outside that day.

23 We were working in two different places on the dock
24 at that time.

25 MR. DWYER: How would you know he was sick and wanted
26 to go home?

1 MR. BOYD: He told me.

2 He told me if I wanted a ride home, I'd have to ride
3 with him.

4 MR. LAWLOR: And you said this was a half hour after
5 Mr. Fitch had asked permission?

6 MR. BOYD: Approximately.

7 CHAIRMAN ROHRER: Does the Company have anything further
8 on its case?

9 MR. MARINO: Yes.

10 I'd like to go in, a little further on the past record.

11 MR. KING: I object, Mr. Chairman.

12 You are not going to put their records on this record on
13 an intent to discharge unless you discharged them for that.

14 Now, you discharged them, supposedly, for walking off the
15 job and you can't put anything else on the record.

16 CHAIRMAN ROHRER: I agree with the objection.

17 MR. DWYER: So do I.

18 MR. KIRBY: Thanks!

19 MR. LAWLOR: Is there something that pertains to this
20 particular part of the contract?

21 CHAIRMAN ROHRER: I didn't understand you.

22 MR. LAWLOR: What you are saying, then, is if he has
23 something that is pertinent to that type of violation, that
24 is within the time period (whatever the time period), this
25 could, in fact, be brought up?

26 MR. KIRBY: Is their grievance procedure different than

1 the J.C. #7, as far as the six months provision?

2 I think it should be read into the record.

3 Under our provision, anything made as a matter of record
4 can be brought up within a six months period.

5 MR. KING: In Joint Council #7?

6 MR. WINTERS: No.

7 CHAIRMAN ROHRER: Well, off the record.

8 [Remarks outside the record.]

9 CHAIRMAN ROHRER: Back on the record.

10 The Chair withdraws its support of the position that
11 prior history of the employee can be put in the record,
12 providing that history has been recorded and is within a
13 period of six months of occurrence.

14 Is there anything within the past six months?

15 MR. MARINO: No.

16 CHAIRMAN ROHRER: Anything further on the case at hand?

17 MR. MARINO: No.

18 MR. SARMENTO: No.

19 CHAIRMAN ROHRER: Excuse the parties.

20 [Executive session.]

21 MR. WINTERS: I make a motion that based on the facts
22 presented in these cases, the intended discharges be with-
23 drawn on both of them.

24 MR. KING: Second the motion.

25 CHAIRMAN ROHRER: All those in favor of the motion
26 answer by the usual sign.

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Opposed?

The "ayes" have it. So ordered.

The Company pays the \$25.

[Whereupon, the parties returned to the hearing room
and the motion was read by the reporter.]

- - -

1 CASE #11-71-6357
11-71-6358
2 11-71-6359
11-71-6360
3 11-71-6361

November 16, 1971

11:25 A.M.

4 --oOo--

5 LOCAL 85, San Francisco, California, and
6 INTERSTATE MOTOR LINES

7 JOINT COUNCIL #7 DISPUTES

8
9 UNION COMMITTEE

EMPLOYER COMMITTEE

10 GEORGE ROHRER, Chairman

GORDON KIRBY

11 ROY WILLIAMS

CHARLES LAWLOR

12 GEORGE KING

THOMAS DWYER

13 APPEARANCES:

14 DAN FLANAGAN, TOM ANDRADE and ANDY LEONARD on behalf of
15 the Union.

16 ART BUNTE and FRED CAUDILL appeared on behalf of the
17 Employer.

18 ALSO PRESENT:

19 ROY NUNES, Sergeant-At-Arms.

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21 --oOo--

22 CHAIRMAN ROHRER: It is the understanding of this
23 Committee that the parties involved in cases 11-71-6357,
24 6358, 6359, 6360, and 6361, Local 85 versus Interstate Motor
25 Lines have settled and withdrawn these cases from the record.

26 Is that correct?

1 MR. BUNTE: This is true.

2 MR. FLANAGAN: That is correct.

3 MR. BUNTE: And it would also settle the nineteen cases
4 that are presently on the agenda of the JC #7 Labor-Management
5 Committee involving the same subject.

6 CHAIRMAN ROHRER: Is that correct?

7 MR. FLANAGAN: That is correct.

8 CHAIRMAN ROHRER: And we will expunge the cases from
9 the record of November 15, 1971.

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1 CASE #11-71-6346

November 16, 1971

11:15 A.M.

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4 LOCAL 70, Oakland, California, and

5 BIGGE DRAYAGE COMPANY

6 JOINT COUNCIL #7 DISPUTES7 UNION COMMITTEEEMPLOYER COMMITTEE

8 GEORGE ROHRER, Chairman

GORDON KIRBY

9 HAROLD (SPEC) REYNOLDS

CHARLES LAWLOR

10 GEORGE KING

THOMAS DWYER

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12 APPEARANCES:

13 ROY NUNES appeared on behalf of the Union.

14 DAN MARSHALL appeared on behalf of the Employer.

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17 CHAIRMAN ROHRER: This is Case No. 11-71-6346, Local 70
18 versus Bigge Drayage Company.

19 The Employer panel will be . . .

20 MR. KIRBY: . . . Lawlor, Dwyer and Kirby.

21 CHAIRMAN ROHRER: The Union committee will be Reynolds,
22 King and Rohrer.

23 Appearing on behalf of the Union?

24 MR. NUNES: Roy Nunes.

25 CHAIRMAN ROHRER: Appearing on behalf of the Employer?

26 MR. MARSHALL: Dan Marshall.

1 CHAIRMAN ROHRER: This being a Union filing, they may
2 proceed.

3 MR. NUNES: OK.

4 The claim of the Union is that the Company is not paying
5 the proper wage when drivers are hauling structural steel on
6 low bed trailers.

7 The Company states they are paying the proper rate as low
8 bed rate covers on specifically named commodities, as outlined
9 in the agreement, and this commodity is not one of those
10 specified.

11 It is true, under the agreement it has: "High bed
12 semi-trailers, 33 feet or over in length, excluding tractor,
13 carrying straight loads of piles, structural steel, machinery,
14 tractors, excavating equipment and contractors' machinery and
15 hoists" . . . pays one rate.

16 But, the Company is paying on the basis that because it
17 is a low bed trailer, they can pay the lower rate; but they
18 are still carrying the structural steel.

19 What it amounts to is high bed versus a low bed trailer.
20 That's what the argument is.

21 I think when the contract was negotiated--and this is
22 way before my time--that the rate was put in there because
23 it was hazardous freight, as structural steel or whatever;
24 not based on because it was, whether it was a high bed or low
25 bed.

26 That's the Union's argument.

1 CHAIRMAN ROHRER: Questions of the Union?

2 MR. LAWLOR: You are saying, if I understood you
3 correctly, Leroy, that under the provisions of "low bed dual
4 or more axle trailers", regardless of the commodity loaded on
5 it, you get that particular rate?

6 MR. NUNES: Right.

7 If I have structural steel today,--

8 MR. LAWLOR: Or any commodity that would be on the low
9 bed trailer would get the low bed rate?

10 MR. NUNES: I am saying it should be one, regardless of
11 whether it is high bed or low bed. It's the same commodity
12 of the freight; and a man makes a dollar difference a day,
13 is the difference.

14 MR. LAWLOR: Fifty cents.

15 MR. NUNES: Or fifty cents a day.

16 CHAIRMAN ROHRER: Further questions?

17 [No response.]

18 Let's hear from the Employer.

19 MR. MARSHALL: We feel our position is clear.

20 John Cowling was paid according to his classification in
21 the bargaining agreement between Bigge and Local 70.

22 For several days Cowling did haul structural steel on
23 low bed equipment.

24 The contract is specific. It states the commodities on
25 which the rate will be paid and the use of low bed equipment.

26 I have a copy of this which I believe you gentlemen have.

1 [Indicating.]

2 We feel that this is not the time nor the place to
3 renegotiate the contract.

4 CHAIRMAN ROHRER: Questions of the Company?

5 [No response.]

6 The Union rebut.

7 MR. NUNES: The only difference in the low bed and high
8 bed is that the low bed doesn't state "structural steel".

9 MR. DWYER: That's a big difference though.

10 MR. KIRBY: It's the whole bone of contention.

11 MR. KING: What is your contention, Leroy?

12 MR. NUNES: I say: Whether they use a high bed or a low
13 bed, the difference in the wage was put in there because it
14 was hazardous duty.

15 This is my understanding from the people that negotiated
16 it years back.

17 MR. LAWLOR: What rate is the Company paying now when
18 you are hauling structural steel on low beds?

19 MR. NUNES: Whatever it is, Charlie. It's a fifty cents
20 difference.

21 MR. LAWLOR: They are paying the classification of
22 structural steel on a high bed, is that correct?

23 MR. NUNES: When they pull low beds and haul structural
24 steel.

25 MR. LAWLOR: What you are saying is they should get the
26 low bed rate, regardless of what they are hauling?

1 MR. NUNES: I am saying they should get the highest rate.

2 MR. LAWLOR: Let me ask you this: What if they are
3 hauling a load of fertilizer? Would you say they should or
4 shouldn't get the rate?

5 MR. NUNES: No.

6 MR. LAWLOR: Then they shouldn't.

7 What rate would you pay them, then, based on what you
8 are trying to say here?

9 Are you saying they should only receive the low bed rate
10 because structural steel is only named on the high bed rate?

11 MR. NUNES: Yes.

12 MR. LAWLOR: That's the rate they are paying them, if you
13 say that.

14 They are paying the rate of high bed.

15 MR. NUNES: I am saying that if I haul structural steel
16 on the high bed or a low bed, I should receive the same rate
17 of pay.

18 MR. LAWLOR: That's exactly what they are doing, if I
19 understand the Company's position.

20 MR. KING: What Leroy is saying is: If you use a low bed,
21 he wants the fifty cents additional, because it is structural
22 steel.

23 MR. NUNES: That's right.

24 MR. DWYER: But the contract doesn't say that.

25 MR. LAWLOR: No, because if it is on structural steel on
26 a high bed, it's fine; but if it's structural steel on a low

1 bed, because now it is on a low bed, they should get fifty
2 cents more.

3 MR. NUNES: Because of my understanding--and I wasn't
4 here at the time it was negotiated--it was put in there because
5 the material that was hauled was hazardous. That's why they
6 gave them the fifty cents.

7 MR. LAWLOR: It should be spelled out.

8 MR. NUNES: Right.

9 It was there before my time.

10 MR. KING: Let me ask the Company: Have you paid
11 additional premiums for hauling structural steel, since the
12 inception of this language; and this language, I don't think,
13 has changed any since 1957 that I can see, where you paid the
14 fifty cents additional when we haul structural steel on low
15 beds?

16 MR. MARSHALL: Not to my knowledge.

17 MR. NUNES: This is what the men are saying.

18 Why aren't they getting it on low bed?

19 CHAIRMAN ROHRER: I think we have the case.

20 Is there anything further from either party.

21 [No response.]

22 Excuse the parties.

23 [Executive session.]

24 MR. KIRBY: Based on Article 53 of Joint Council #7 of
25 the Supplemental Agreement, the claim of the Union is denied.

26 MR. LAWLOR: Second the motion.

1 CHAIRMAN ROHRER: All those in favor of the motion answer
2 by the usual sign.

3 Opposed?

4 The motion is carried.

5 The Union pays the \$25.

6 [Whereupon the parties returned to the hearing room and
7 the motion was read by the reporter.]

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1 CASE #11-71-6409 November 16, 1971 12:10 P.M.

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4 LOCAL 70, Oakland, California, and
5 SEA-LAND SERVICES

6 JOINT COUNCIL #7 DISPUTES

7 UNION COMMITTEE

8 GEORGE ROHRER, Chairman
9 GEORGE KING
10 AL WINTERS

EMPLOYER COMMITTEE

GORDON KIRBY
CHARLES LAWLOR
THOMAS DWYER

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12 APPEARANCES:

13 DICK SARMENTO, ROY NUNES and MARTY FRATES appeared on
14 behalf of the Union.

15 SAL MARINO appeared on behalf of the Employer.

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17 --oOo--

18 CHAIRMAN ROHRER: This is Case No. 11-71-6409, Local 70
19 versus Sea-Land Services.

20 The Employer panel will be . . .

21 MR. KIRBY: . . . Lawlor, Dwyer and Kirby.

22 CHAIRMAN ROHRER: The Union panel will be King, Winters
23 and Rohrer.

24 Appearing on behalf of the Union?

25 MR. SARMENTO: Dick Sarmento, Marty Frates and Roy Nunes.

26 CHAIRMAN ROHRER: Appearing on behalf of the Company?

1 MR. MARINO: Sal Marino.

2 CHAIRMAN ROHRER: Apparently, the Union is the moving
3 party.

4 MR. SARMENTO: That is correct.

5 The Union may proceed with its case.

6 MR. SARMENTO: The particulars in this case is the Union
7 is claiming, as of July 1st, 1971, when the longshoremen
8 went on strike that Sea-Land and the Army and the longshoremen
9 came to an agreement to divert all freight in the Sea-Land
10 terminal in Oakland and divert freight to Southern California,
11 Oregon and probably Seattle.

12 I want the panel to realize there were no pickets at
13 any time in front of the Sea-Land facility.

14 Sea-Land has contracts which they bid for, for moving
15 the Army freight for the Army. The contract was still in
16 effect at that period of time.

17 We are claiming that the Company was just as much
18 involved with the longshoremen and the Army, under the
19 agreement that I have here, to divert this freight to other
20 ports and lay off the employees in Sea-Land in Oakland.

21 They weren't picketed at the terminal. We heard no objection,
22 but I sincerely feel that probably our people wouldn't cross
23 the picket line at no time.

24 The Company had a contract and the contract was running
25 revenue; and that contract they bid for was still in effect.
26 They get revenue paid to them.

1 The only thing that took place is they diverted the
2 freight and we are claiming there are individual employees
3 laid off and were laid off under subterfuge and are entitled
4 to do the work.

5 The longshoremen agreed to move the Army freight. There
6 was no agreement to move the freight.

7 We feel our people are entitled to compensation for the
8 time lost.

9 The agreement I have here which was on June 25th was
10 between the representatives listed here, to divert that
11 freight.

12 CHAIRMAN ROHRER: Is this the Union's case at this point?

13 MR. SARMENTO: Yes.

14 CHAIRMAN ROHRER: Any questions of the Union?

15 MR. LAWLOR: Did you say Sea-Land and the Army reached
16 the agreement to divert the freight away from the Bay Area?

17 MR. SARMENTO: Sea-Land has to be in on it. They have
18 bid with the government that the bids run for a certain length
19 of time and they have to fulfill the bid and have the facility
20 and manpower to truck that freight.

21 They had the shipper at the terminal. There were no
22 pickets at the terminal at any time.

23 We feel that agreement they made, by diverting freight,
24 deprived the individual eighty employees and put them on
25 layoff status for no reason.

26 They could have moved the freight from the Oakland terminal

1 that the Army agreed to move.

2 Eighty per cent of Sea-Land's work is Army freight.

3 MR. KING: Where did they divert the freight to?

4 What ports?

5 MR. SARMENTO: Some in Oakland to some freight forwarders
6 that do the packing; some went to Long Beach. I don't know
7 who did the work down there.

8 Some went to Portland and some went to Seattle.

9 This is as much as I can get from it.

10 Do you have any more information?

11 MR. FRATES: Some went to the Navy.

12 MR. SARMENTO: They used to unload--and they have the
13 regular ramp--regular trailers set up specifically for this
14 loading; and they diverted it to the Navy Base; some went to
15 MOTBA; and some went to export packing. We feel this was
16 unnecessary. We feel there was no reason to divert that
17 freight.

18 CHAIRMAN ROHRER: Any further questions of the Union?

19 [No response.]

20 Let's hear from the Employer.

21 MR. MARINO: First of all, it is the Company's position
22 that Mr. Sarmento claims Sea-Land, the I.L.W.U. and the military
23 sat down together and negotiated a diversion of this cargo.

24 Sea-Land was not a party to diverting cargo. This is not
25 Sea-Land's cargo to divert.

26 Military cargo is under the control of MOTBA (Military

1 Overseas Transportation-Bay Area).

2 The letters of diversion that I have here, enable the
3 retail system and Army-Air Force Exchange which were sent
4 out to their carriers notifying them that they wanted their
5 cargo diverted in other areas or contact their office for
6 delivery instructions.

7 Our men were laid off due to a lack of work.

8 There's no diverting of cargo on our part.

9 To go a little further on it, the Union asked the
10 N.L.R.B. for a hearing on this and the hearing was granted;
11 and it shows that Sea-Land was not to be held responsible for
12 diverting that cargo.

13 Again, I must emphasize, that we are not a party to any
14 agreement with the I.L.W.U. and military to divert that cargo.

15 CHAIRMAN ROHRER: Questions of the Employer?

16 MR. KING: Yeah.

17 Isn't it a fact--whether you said that you were a party
18 to diverting the cargo--isn't it a fact that because there was
19 a stoppage of work with the longshoremen's union and because
20 there was a jurisdictional dispute between the teamsters' union,
21 whoever it was, the freight was diverted because there could
22 be a stoppage and delay?

23 MR. MARINO: We did not take part in that meeting.

24 We found out about that meeting--

25 MR. KING: Well, let me state my question again: Whether
26 you took part in the meeting, if everything was under normal

1 situations and there was no argument between the longshoremen's
2 union, and there wasn't a jurisdictional dispute on between
3 the unions, would any of the agencies, including your Company,
4 divert the freight?

5 MR. MARINO: I couldn't say.

6 MR. KING: You mean you don't want to say.

7 There would be no need.

8 The only reason the freight was diverted--whether you
9 helped divert the freight--was the possibility that there
10 could be a tie-up in Oakland and the freight would not be
11 picked up or delivered. This was why it was diverted, wasn't
12 it?

13 MR. MARINO: You are saying that we helped divert the
14 freight?

15 MR. KING: No. I am not saying that.

16 Either I don't speak very good English or--

17 MR. MARINO: I am probably not understanding you.

18 MR. KING: What I said is: You said from the inception
19 that you played no part in diverting the freight?

20 MR. MARINO: That's right.

21 MR. KING: And these agencies, whether the Navy, the
22 Army or whoever they were, diverted freight?

23 MR. MARINO: Right.

24 MR. KING: I am saying: If there was no strike in Oakland,
25 if there was not a jurisdictional dispute between the teamsters
26 and the longshoremen, and there wasn't an understanding in the

1 meeting of the Ship Owners Association that the freight would
2 have never been diverted?

3 MR. MARINO: That's right.

4 MR. KING: Whether you played a part in it or not, is
5 something else.

6 That's all I wanted to say.

7 CHAIRMAN ROHRER: Any further questions of the Employer?

8 [No response.]

9 Anything else from the Union?

10 MR. SARMENTO: Yes.

11 One thing that he brought up on the N.L.R.B. hearing,
12 it wasn't against the Company. It was against the Army.

13 I want to emphasize that the freight was still moved by
14 Sea-Land trailers at their facilities in different ports; and
15 they had contracts that they could demand the freight could
16 be moved there.

17 They didn't make no issue when they joined the longshore
18 association and P.M.A. Association.

19 I felt he was wrong; and I sincerely feel he is wrong,
20 because pickets--if there were pickets, I could understand the
21 situation; but there were no pickets, so the Company must have
22 been involved in the diversion of the freight.

23 Even though it was diverted to different ports, it was
24 still moved in Sea-Land trailers and Sea-Land help.

25 I think Sea-Land, as far as the container rights to
26 Viet Nam, is the only container-shipper in the country that

1 has rights to go in there.

2 And I feel the men should be compensated for the time
3 lost. There's no reason for it.

4 CHAIRMAN ROHRER: Questions of the Union?

5 [No response.]

6 Anything different from the Employer?

7 MR. MARINO: Yes.

8 I would, again, emphasize that during the strike period
9 the military took it upon themselves to divert the AAFES
10 and NRSO--

11 CHAIRMAN ROHRER: I said, "Anything different".

12 MR. MARINO: No.

13 Except that this was done without our approval and without
14 our knowledge.

15 CHAIRMAN ROHRER: Questions from the panel?

16 Excuse the parties.

17 [Executive session.]

18 MR. KING: Mr. Chairman, I'd like to make a motion that
19 the committee retain jurisdiction of Case No. 11-71-6409 for
20 further investigation and consideration.

21 MR. WINTERS: Second the motion.

22 CHAIRMAN ROHRER: You have all heard the motion. All
23 those in favor of the motion answer by the usual sign.

24 Opposed?

25 The motion is carried and there is no charge.

26 [Whereupon the parties returned to the hearing room]

1 and the motion was read by the reporter.]

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